Request for Proposal (RFP) for the Provision of Labour Consultancy Services to Chair Disciplinary Hearings for a Period of Two (2) Years

Procurement Reference No: SC/RP/*NSA-05/2026*

Bidder's Name:_____

Physical Address:_____

Tel/Cell No:_____

Contact Person:_____

E-mail:_____

Issued Date: 5 November 2026

Closing Date: 18 November 2026@ 11:00

*BID TOTAL AMOUNT-VAT INCLUSIVE*_____

Tel: +26461 431 3200 Fax: +26461 431 3253 P.O. Box 2133 Windhoek, Mutual Platz Building, 6958 Post Street Mall

LETTER OF INVITATION

Dear Sir or Madam,

Subject: Request for Proposal (RFP) for the Provision of Labour Consultancy Services to Chair Disciplinary Hearings for a Period of Two (2) Years.

You are hereby invited to submit technical and financial proposals for consultancy services required under the Request for Proposal for Provision of Labour Consultancy Services to Chair Disciplinary Hearings for a Period of Two (2) Years **for the Namibia Statistics Agency (NSA).** These proposals may form the basis for future negotiations and, ultimately, a contract between you and the NSA.

1. The purpose of this assignment is to.
   a) Chairing disciplinary hearings with transparency and adherence to procedural guidelines.
   b) Written reports summarising hearing proceedings and decisions made.
   c) Ensure a fair and unbiased hearing environment.

2. The following documents are enclosed to aid in the drafting of the proposal:
   a) the Terms of Reference (TOR) [Annexure 1];
   b) supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
   c) a sample format of the Service Contract under which the service will be performed [Annexure 3]

3. Any request for clarification should be forwarded in writing to the NSA at procurement@nsa.org.na. Requests for clarification should be received on or before **12 November 2026.**

4. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

   Consultants are advised to visit the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislation governing public procurement in the Republic of Namibia.

5. **Eligibility**
   a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
   b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

6. **Submission of Proposals**
The proposals shall be submitted in **two separate envelopes, namely Technical (Original and 2 copies) and Financial proposal,** and should follow the form given in Annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before **18 November 2026** NSA Head Office***, Mutual Platz Building, 6958 Post Street Mall, Ground floor, before 11:00Am.*** Proposals should **not** be forwarded by electronic mail.

7. **Deciding Award of Contract**
The qualifications and experience of the consultants shall be the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70% for Technical Proposals and 30% for financial proposals. Proposals from consultants should score at least 70% marks for the Technical Proposals to be retained for further consideration. Only consultants who achieve a total of 70% on the overall assessment will be eligible for consideration for the assignment.

In accordance with Section 35 (9) of the Namibian Public Procurement Act of 2015, negotiations may be conducted with the successful supplier concerning the request for proposal, the scope of the services proposed, deliverables, progress reports, detailed cost breakdown, and any other relevant factors necessary for evaluating the feasibility of the proposals. Furthermore, pursuant to Section 35(11), should negotiations fail to produce an acceptable contract, the Namibia Statistics Agency will notify the bidder and proceed to the next-ranked bidder, and so forth.

8. **Rights of a Public Entity**
(a) Please note that the ***Namibia Statistics Agency*** is not bound to select any of the consultants' submitting proposals.
(b) Please note that the cost of preparing a proposal and contracting, including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

9. **Duration of Assignment**
It is estimated that the minimum duration of the assignment shall be for a period **of twenty-four (24) months from 4th January 2027 to 31 December 2029**. The Consultant must base the financial proposal on these timelines, giving a detailed monthly activity breakdown as considered necessary to undertake the assignment. The period to be spent in Namibia and outside Namibia should be indicated. The rate proposed in the submission will be applied in the event the duration of the assignment is to be extended.

10. **Validity of Proposal**
All proposals must be valid for ***180 days*** from the deadline for submission of proposals, during which period the consultant will maintain, without change, the proposed cost. The

Namibia Statistics Agency will endeavour to finalise the contracting process in the shortest time possible.

11. **Commencement date of Assignment**

The assignment is expected to commence on **04 January 2027** to **31 December 2029.**

12. **Tax Liability**

Please note that remuneration received from this contract will be subject to normal tax liability in Namibia; but the ***Namibia Statistics Agency*** shall pay directly or reimburse the taxes, duties, fees, levies, and their impositions in Namibia related to:

(a) payments to the Consultant in carrying out this assignment;
(b) equipment, materials, and supplies brought into Namibia to carry out the assignment, provided they are subsequently withdrawn; (This clause only applies to foreign Consultants). and
(c) property brought in for the Consultant's personal use provided the property is subsequently withdrawn. (This clause only applies to foreign Consultants).

13. **Insurance**

The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

14. The Namibia Statistics Agency would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



……

Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.
Annexure 2: Supplementary Information to Consultant.
Annexure 3: Draft contract under which service will be performed.

Annexure – 1

TERMS OF REFERENCE

Request for Proposal (RFP) for the Provision of Labour Consultancy Services to Chair Disciplinary Hearings for a Period of Two (2) Years

1. BACKGROUND

The NSA Human Capital (HC) Department is responsible for fully supporting the organisation's strategic activities in line with the NSA Strategic Plan and policies. A crucial area of support is the disciplinary processes, which ensure a fair working environment. While the HC Department currently has an Employee Relations and Wellness Specialist (ERWS) handling labour relations issues, various matters require independent specialist support, in line with the NSA Disciplinary Policy and Procedure.

The NSA's Disciplinary Policy and Procedure permit external consultation at its discretion, stating, "It is recognised that there may be matters that cannot be dealt with internally; the NSA reserves the right to make referrals to external authorities (e.g., to provide advice, assist with investigations, or chair hearings) that may need to be involved." Against this background, the NSA seeks a labour relations consulting firm to advise, investigate, or chair hearings on an ad hoc basis.

The service

The Agency will be instituting disciplinary hearings for its staff members. However, due to the complexity and sensitivity of some cases, the Agency may deem it appropriate to outsource certain matters and engage an external labour service provider to assist in chairing disciplinary hearings for the referenced staff members on the Agency’s behalf.

In addition to the complexity and sensitivity of some of the cases, the utilisation of an external service provider will help ensure impartiality, fairness, and independence throughout the process.

2. DELIVERABLES

The labour relations consulting firm is expected to deliver the following key outputs independently on an ad-hoc basis:

a) Chairing disciplinary hearings with transparency and adherence to procedural and substantive fairness guidelines.
b) Produce reports summarising hearing proceedings and decisions made.
c) Ensure a fair and unbiased hearing environment.
d) Advise on any labour relations matters.

3. TIMING

This consultancy will be for a period of **24 months** commencing on **04 January 2027** to **31 December 2029**

4. REPORTING

The Consultant will report to the **Executive: Human Capital and the Manager Human Capital.**

5. PAYMENT TERMS

The Consultant will invoice NSA for the actual work to be performed, and payment of 100% will be made at the conclusion of the proceedings.

6. COMPLETION OF OATH OF SECRECY

Members of the consultant team working on this project will be required to complete an oath of secrecy form in line with the requirements of section 45 of the Statistics Act (Act No. 9 of 2011). Individuals or organisations contracted are to respect any confidentiality and intellectual property claimed by the Service in the provision and handling of documentation and information.

All reports produced will be intellectual property of NSA.

7. Part 8: Mandatory Documents

a) A valid original or certified copy of the Good Standing Tax Certificate.
b) A valid original or certified copy of the Good Standing Social Security Certificate.
c) A valid original or certified copy of the Good Standing BIPA Certificate

d) A valid certified copy of the Employment Equity Commission letter
e) A certified copy of the company registration certificate or founding statement.
f) Certified copies of identity documents and qualifications of the partners in the consulting firm or the individual who will be working on this assignment.
g) For a non-Namibia qualification, the NQA evaluation letter must be attached.
h) Certified copy of a Namibian identification document for shareholders
i) Certified copy of a Namibian identification for the lead Consultant
j) Detailed Curriculum Vitae with relevant experience of all the consultants working on this project.
k) Reference letters for the jobs listed in Form-F3.

NB: **Kindly take note that the mandatory documents from points (a-k) listed above are not applicable to individual consultants. Kindly do not charge VAT if you are not VAT registered in Namibia.**

8. Part 9: Consultancy Requirements

To ensure the successful execution of the chairing of labour relations consulting services, the selected firm must meet the following consultancy requirements:

a) **Expertise and Experience:** The firm should have a proven track record of not less than five (5) years in providing labour relations consulting services, with specific experience in handling sensitive and complex labour issues, including individuals at senior management level.
b) **Reference Letter:** Provide a minimum of three (3) reference letters on company letterhead of related, similar work done in the past five (5) years.
c) **Qualifications of the Lead Consultant:** The Lead Consultant must possess a relevant Master's degree (NQF Level 9) in Labour Law, Law, Industrial Relations, Industrial Psychology, or Human Resources Management.
d) **A Diploma/Degree in Alternative Dispute Resolution will be an added advantage to the required qualification**.

e) The Lead Consultant should also be qualified in referring cases to the Office of the Labour Commissioner.

f) The Lead Consultant must demonstrate proven experience in chairing labour relations matters.

g) **Confidentiality and Data Security**: The consulting firm must adhere to strict confidentiality standards throughout the engagement and implement robust data security measures to safeguard any sensitive information obtained during investigations or hearings.

h) Communication and Reporting: Maintain open and transparent communication with the NSA Human Capital Department. Provide regular progress updates and reports as requested by the NSA.

i) Compliance with NSA Policies: The consulting firm must operate in full compliance with the NSA Disciplinary Policy and any other relevant organisational policies and legal frameworks. Familiarity with the NSA's values and strategic objectives is desirable.

j) **Conflict of Interest**: The consulting firm should promptly disclose any potential conflicts of interest that may arise during the engagement.

9. Consultancy team compositions

a) The consulting firm must have a minimum of three consultants, including a lead consultant, who meet the experience and qualification requirements above.

b) In the case where a consultant is conflicted in a case, one of the other consultants should be able to step in and deliver in accordance with the requirements as stipulated within the contract.

Annexure – 2

EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

No	Mandatory Requirements	Yes	No
1	A certified copy of the company Registration Certificate		
2	A valid original or certified copy of a Good Standing Tax Certificate (NAMRA)		
3	A valid original or certified copy of a good Standing Social Security Certificate		
4	A valid original or certified copy of good Standing BIPA		
5	Certified copies of relevant qualifications for the consultants. All foreign qualifications must be accompanied by an NQA evaluation certificate.		
6	CVs with detailed related experience for consultants		
7	Certified copy of a Namibian identification for shareholders Certified copy of a Namibian identification for the lead consultant and other consultants		
8	Company profile outlining all related projects worked on in the last five (5) years		
9	3 reference letters on reputable company's letterhead.		

Bidders who do not comply with any of the above eligibility evaluation requirement(s) will be disqualified from the entire evaluation process and will not be considered further.

Note: all copies must be certified by the Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963). All mandatory documents must be **valid at the deadline for submission of the Proposal.**

2. TECHNICAL EVALUATIONS (MINIMUM 70% REQUIRED FOR FINANCIAL EVALUATION)

Deliverables	Weight	Criteria	Score
Proposed Methodology and Work Plan	20	**Unacceptable**: The methodology does not address the project's objectives and scope effectively, with little or no alignment. The work plan is unrealistic, vague, or irrelevant to the project's needs.	0
		Poor: The methodology does not align with the project's objectives and scope and contains major inconsistencies. The work plan lacks clarity or seems impractical, with significant gaps in resource planning or timeline.	4
		Adequate: The methodology addresses the project's objectives and scope, but with significant gaps or unclear sections. The work plan has some alignment but may lack detail or feasibility in certain areas.	10
		Good: The methodology aligns with the project's objectives, with minor gaps or room for improvement. The work plan is mostly clear, feasible, and well-organised, but some aspects may require further refinement.	16
		Excellent: The methodology is fully aligned with the project's objectives, scope, and requirements, and demonstrates a high level of feasibility, industry knowledge, and risk management strategies. The work plan is practical, clear, and well-structured with appropriate resource allocation	20
3 Reference letters of related to Paterson job description drafting, review and grading/evaluation on the client's letterhead	25	Less than 3 letters or no relevant experience	0
		3 relevant reference letters or more	25
Relevant Qualifications for the lead consultant	25		
		Master's degree (NQF Level 9) in Labour Law, Law, Industrial Relations, Industrial Psychology, or Human Resources Management.	22
		A Diploma/Degree in Alternative Dispute Resolution will be an added advantage to the required qualification.	3
Company profile	20	**Limited or Irrelevant Experience (Less than 5 years):** The company profile is either missing or does not demonstrate relevant experience in providing consultancy services related to disciplinary hearings, industrial relations, labour relations, workplace	0

		investigations, grievance and disciplinary management, or related services. The experience presented is either irrelevant or insufficient, and the company has less than five (5) years of relevant consultancy experience in these areas.	
		Adequate Experience (5-6 years): The company profile is relevant and clearly demonstrates the consultant's capabilities in providing disciplinary hearing and industrial relations consultancy services. With **5–6 years** of relevant experience, the consultant demonstrates a solid understanding of disciplinary procedures, labour relations, workplace investigations, grievance management, and the applicable legislative and regulatory framework.	15
		Extensive and Highly Relevant Experience (7+ years): The company profile is highly relevant, providing comprehensive evidence of the consultant's expertise in disciplinary hearings, industrial relations, labour relations, workplace investigations, grievance management, and related advisory services. With more than seven (7) years of relevant consultancy experience in these specialised areas, the consultant demonstrates a high level of professionalism, extensive knowledge of employment and labour legislation, and a proven track record of successfully delivering similar assignments.	20
Lead Consultant CV	10	**No CV or Irrelevant Experience:** No CV has been provided, or the Lead Consultant lacks relevant work or project experience in disciplinary hearings, industrial relations, labour relations, workplace investigations, grievance management, and related consultancy services.	0
		Adequate Experience (5-6 years): The Lead Consultant has 5–6 years of relevant work experience in disciplinary hearings and industrial relations, demonstrating a solid understanding of disciplinary procedures, workplace investigations, labour relations, and the applicable legislative and regulatory framework.	7
		Extensive Experience (7+ years): The Lead Consultant has more than seven (7) years of relevant work experience in disciplinary hearings and industrial relations, demonstrating extensive expertise, a comprehensive understanding of disciplinary procedures, workplace investigations, labour relations, and a proven track record of successfully delivering similar assignments.	10

NB: CONSULTANT SCORING 70% OR MORE WILL BE CONSIDERED FOR FINANCIAL EVALUATION.

Annexure - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

   (a) Technical Proposals
   - (i) Curriculum Vitae of Consultant (Form F-2).
   - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
   - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
   - (iv) A description of the way the Consultant plans to execute the work.
   - (v) The Consultant's comments, if any, on the data, services, and facilities to be provided by the public body indicated in the Terms of Reference (TOR).

   (b) Financial Proposals
   - (i) The financial proposals should be given in the form of a summary of the Contract estimate (Form F- 4)
   - (ii) The financial proposal must be submitted in a separate envelope.

2. The proposals shall be submitted in **one original** and **two (2) copies.**

Contract Negotiations

1. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of the Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and the reporting schedule as proposed in the TOR.

2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within **15 days of receipt.**

FORM F-1

BID SUBMISSION FORM

From: _____ To: _____

_____ _____

_____ _____

Hiring of Consultancy Services for the Provision of Labour Consultancy Services to Chair Disciplinary Hearings for a Period of Two (2)

I/We ——————————herewith enclose Technical and Financial Proposals for selection as consultant for the Namibia Statistics Agency.

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANTS

Name of Consultant:_____
Profession:_____
Date of Birth:_____
Nationality:_____
Membership in Professional bodies:_____

Key Qualifications:
[*Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.*]

Education:
[*Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers' references, where appropriate. Use about two pages.*]

Languages:
[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date: ***Day/Month/Year***

[Signature of Consultant]

Full name of Consultant:_____
***Kindly indicate who the lead consultant is.**

FORM F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Outline of recent experience on assignments of similar nature:

No.	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates/reference letters from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

FORM F-4

Cost Estimate of Services[1]

Remuneration:

Consultant Name	**Monthly Rate (in currency)**	**Working Months**	**Total Cost (in currency)**
_____	_____		_____

Sub-Total (Remuneration) _____

Out-of-Pocket Expenses[2] :

(a) Per Diem[3] :

Room charge	Subsistence	Total	Days	
_____	_____	____	_____	_____

(b) Air fare _____

(c) Lump Sum Miscellaneous Expenses[4] : _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

Total Estimate: _____

[1] Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

[2] Reimbursable at cost with supporting documents/receipts unless otherwise specified.

[3] Per Diem is fixed per calendar day and need not be supported by receipts.

[4] To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porterage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

Annexure 3

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

NAMIBIA STATISTICS AGENCY

AND

[INSERT CONSULTANT NAME]

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THIS SERVICE CONTRACT entered into this *[date]*, between the *[insert public entity name]* [hereinafter called the "Public Entity"] and [*insert consultants name]* (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Public Entity has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Consultant shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date].*

ARTICLE III

DUTIES OF THE CONSULTANT

3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity

3.2 The Consultant shall:

(a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;

(b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.

3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.

3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.

3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").

4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.

5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:

(a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;

(b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII

LIABILITY OF THE CONSULTANT

7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.

7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII

FORCE MAJEURE

8.1 Neither party to the present Contract shall be responsible for any delay or failure to

perform the obligations under the Contract if the delay or failure is attributable to force majeure.

8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

9.1 The Public Entity may, upon giving not less than *[insert no. of days]* days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.

9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity *t*o do so, provided that the Consultant shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.

9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

9.4 The parties hereto may by mutual agreement terminate this Contract.

9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services

actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X

DISPUTE SETTLEMENT

10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.

10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI

MODIFICATION OR AMENDMENT

11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes increase or decrease the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII

EFFECTIVE DATE

12.1 The present Contract shall enter into force on the date of its signature by both parties.

12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

13.1 For the purposes of the present Contract, the authorised representative of the Public Entity shall be the Accounting Officer of the Public Entity.

13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____

Physical Address : _____

Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____

Physical Address : _____

Facsimile : _____

ARTICLE XIV

(i) Governing Law

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.

IN WITNESS WHEREOF the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

Date: _____ **Date: _____**

FOR THE PUBLIC ENTITY **FOR THE CONSULTANT**

_____ _____

Annex 1 - Terms of Reference
Annex 2 - Contract Amount and method of payment