



NAMIBIA INDUSTRIAL  
DEVELOPMENT AGENCY

*Growing Sustained Industries*

## **REQUEST FOR PROPOSAL**

**FOR**

**PROVISION OF SUPPORT SERVICES IN THE DEVELOPMENT OF THE  
INTEGRATED STRATEGIC BUSINESS PLAN AND RELATED  
GOVERNANCE INSTRUMENTS AND PROTOCOLS TO THE NAMIBIA  
INDUSTRIAL DEVELOPMENT AGENCY:**

**PROCUREMENT REF NO: CS/RFP/NIDA/02/02/2020**

**Namibia Industrial Development Agency**

Private Bag 13252

11 Goethe Street

Windhoek, Namibia

1. 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 consult the website of the Procurement Policy Office: **[www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

## 2. 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.

## 3. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two (2) separate envelopes, namely Technical 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 before 12h00, 07 October 2020.

Proposals should **not** be forwarded by electronic mail.

## 4. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

## **5. Rights of a Public Entity**

- (a) Please note that the NIDA is not bound to select any of the consultants submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

## **6. Duration of Assignment**

It is estimated that the minimum duration of the assignment shall be for a period of **three months**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

## **7. Validity of Proposal**

You are requested to hold your proposal valid for **60 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The NIDA will make its best efforts to finalize the agreement within this period.

## **8. Commencement date of Assignment**

Assuming that the contract can be satisfactorily concluded in 15 days you will be expected to take up/commence with the assignment in not more than 7 days' time.

## **9. Tax Liability (Not Applicable)**

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

- (a) payments to the Consultant in connection with carrying out this assignment;
- (b) Equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
- (c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

## **10. 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.

## **11. Conformation of Invitation to submit proposal**

We should appreciate if you would inform us by fax or electronic mail:

- (a) Your acknowledgment of the receipt of this Letter of Invitation within **5 days** and
- (b) Further indicate whether or not you will be submitting the proposal.

12. NIDA would like to thank you for considering this invitation for submission of proposals.

## TERMS OF REFERENCE (TOR)

### PROVISION OF SUPPORT SERVICES IN THE DEVELOPMENT OF THE INTEGRATED STRATEGIC BUSINESS PLAN AND RELATED GOVERNANCE INSTRUMENTS AND PROTOCOLS TO THE NAMIBIA INDUSTRIAL DEVELOPMENT AGENCY

#### List of Abbreviations

ISBP	Integrated Strategic Business Plan
NDC	Namibia Development Corporation
NIDA	Namibia Industrial Development Agency
ODC	Offshore Development Company
PEGA	Public Enterprise Governance Act
SOE	State Owned Enterprise
TOR	Terms of Reference

#### 1. BACKGROUND

The Namibia Industrial Development Agency (NIDA) was established in terms of NIDA Act, Act No. 16 of 2016 to spearhead industrialization in Namibia. As per Government Gazette dated 01 October 2018 and 15 November 2018, sections of the respective Acts constituting the Namibia Development Corporation (NDC) and the Offshore Development Company (ODC) has been repealed. Subsequently, all NDC and ODC assets, rights, liabilities and obligations vests in the NIDA as per Section 30 (1) and (2) of the NIDA Act. As a commercial State Owned Enterprise (SOE), NIDA is required to conduct its business as per stipulations of the Public Enterprise Governance Act (PEGA) Act, Act 1 of 2019.

NIDA is finalizing its Blueprint Document outlining the high-level framework for industrialization and operationalization of the Agency. The proposed professional services will support the development of NIDA's five-year Integrated Strategic Business Plan and related Governance Instruments and Protocols. This will be achieved by facilitating an in-depth assessment of the current state of Namibia's industrial development knowledge, management, and needs at the start of the consultancy, identification of key strategic objectives and actions for NIDA to achieve its stated mission and goals, as well as specific approaches to achieve them.

The consultant (firm or person) will use broad stakeholder consultation and analysis to achieve this. The Plan should also include a resource mobilization strategy to ensure outcomes can be achieved sustainably. The expected timeframe for the project is 3 months. NIDA intends to carry out a procurement exercise to solicit proposals from experienced legal entity to develop the NIDA Integrated Strategic Business Plan (ISBP) that conforms to the requirements of the PEGA.

#### 2. PURPOSE

The key objective of this consultancy is to manage the process of producing an effective ISBP to guide and facilitate the Agency to achieve its mission, goals, and objectives. This consultancy work is funded by public resources and will follow procedures according to Public Procurement Act, Act 15 of 2015, requirements.

### **3. SCOPE AND DELIVERABLES OF THE CONTRACT**

Under the direct guidance and supervision of the Executive Director of NIDA, and in close cooperation with the NIDA Board of Directors and its respective Sub Committees, the consultant will carry out the following tasks:

1. Review thoroughly the history, vision, mission, including meetings with relevant staff, board and committee members, its subsidiary companies, and where appropriate selected key stakeholders involved in industrial development and management, and all NIDA strategic documents, relevant materials and reports, and recent strategic work produced to date.
2. Review and ensure alignment of the ISBP to the national agenda and the NIDA mandate in particular to promote, facilitate and drive industrial development in Namibia as outlined in key policy instruments such as the Growth at Home Strategy, Industrial Development Policy, Green Scheme Policy, Harambee Prosperity Plan, SWAPO Party Manifesto, 5<sup>th</sup> National Development Plan, and Vision 2030.
3. Through an exercise of soliciting input from all possible stakeholders including individual and focus group meetings and workshops, identify priorities, gaps, needs and actions for NIDA to meet its stated mission and goals building from the existing NIDA Blueprint framework and roadmap. This should include a review of the organizational processes and decision making structure to recommend required changes to improve effectiveness and institute good governance frameworks.
4. Conduct a broad Business Risk Assessment considering the inheritance of ODC and NDC, and the wider mandate under NIDA.
5. Review the business operational structure, processes, resources and key business drivers of the Agency.
6. Prepare the ISBP based on the information collected including specific approaches, indicators, targets, monitoring and evaluation modalities.
7. The ISBP must include a resource mobilization strategy elaborating funding modalities for the key NIDA initiatives as provided by the NIDA Act.
8. Present the draft ISBP and related governance documents in a workshop format to the Board and the Executive Team to solicit inputs and feedback to improve the deliverables, including key strategic objectives, operational approaches, and high-level indicators for success.
9. Based on the input and consultation from the workshop(s), prepare the revised and final copy of the five year ISBP including a detailed implementation plan.
10. The ISBP shall conform to applicable SOE directives and guidelines under PEGA to ensure that the outcomes can be achieved sustainably and effectively contribute to Namibia's developmental goals and aspirations over its implementation timeframe.

In performing the above-mentioned tasks, the consultant will be responsible for the delivery of the following measurable outputs:

1. An inception report of the work to be undertaken.
2. Field visits to selected areas, as well as Windhoek-based and Regional consultations of key private and public clientele and partners.
3. A comprehensive and well-articulated Draft ISBP document with all related annexures in 1 hard copy, and a soft copy in PDF and MS Word versions.
4. A minimum of one live presentation of the draft ISBP aimed at reviewing and enrichment of the work of the consultant. The presentation should summarize the results and status of the work accomplished to date, and problem areas that need to be addressed in the remaining time.
5. Final ISBP document incorporating all official inputs and as agreed upon in the live workshop(s), and inclusive of an implementation agenda and a resource mobilization strategy.

#### **4. MINIMUM QUALIFICATION AND EXPERIENCE (SCORING CRITERIA)**

- Minimum of 10 years hands-on experience in SOE strategic and business planning (Lead Consultant);
- Over 10 years of experience in undertaking feasibility for the establishment of a public enterprise or company (Lead Consultant);
- Over 10 years of professional experience in organizational restructuring and change management of public enterprises;
- Minimum of 10 years of experience in the operation, management or coordination of business operations of public enterprise(s) and/or subsidiary(ies);
- In-depth knowledge of Namibia and the political environment in which the NIDA will operate
- Proven excellent communication in English (written and spoken) and facilitation skills;
- Highly motivated and committed to the values of transparency and integrity;
- Relevant Master's degree in development, statistics, economics, finance or related analytical discipline (Key Consultants);
- Financial management experience with planning, forecasting, audit and business analysis;
- Prior experience as an advisor to or executive at an early-stage company will be an advantage;
- Proficiency with analytical and presentation tools;
- Minimum 5 years working experience within the Namibian agricultural and/or industrial sectors;
- A natural curiosity and a "big picture" mentality.
- Experience of at least 10 years conducting market research, including analyzing and synthesizing research reports and conducting primary research (Lead Consultant).

- Excellent spoken and written communication; comfort reaching out to and interviewing the company's management, employees, and customer base.

## 5. SCORING CRITERIA FOR BIDS

Criteria		Weight	
		Points	%
Lead Consultant's hands-on experience in SOE strategic and business planning	≥ 15 years	10	10
	≥ 12 years, <15 years	6	
	≥ 10 years, < 12 years	3	
	< 10 years	0	
Lead Consultant's experience in undertaking feasibility for the establishment of a public enterprise or company	≥ 15 years	10	10
	≥ 12 years, <15 years	6	
	≥ 10 years, < 12 years	3	
	< 10 years	0	
Professional experience in organizational restructuring and change management of public enterprises	≥ 15 years	10	10
	≥ 12 years, <15 years	6	
	≥ 10 years, < 12 years	3	
	< 10 years	0	
Consultant's experience in the operation, management or coordination of business operations of SOE's and/or subsidiary(ies);	≥ 15 years	10	10
	≥ 12 years, <15 years	6	
	≥ 10 years, < 12 years	3	
	< 10 years	0	
Experience of Lead Consultant in conducting market research, including analysing and synthesizing research reports and conducting primary research	≥ 15 years	10	10
	≥ 12 years, <15 years	6	
	≥ 10 years, < 12 years	3	
	< 10 years	0	
Working experience within the Namibian agricultural and/or industrial sectors	≥ 5 years	10	10
	< 5 years	0	
Financial management experience with planning, forecasting, audit and business analysis	≥ 10 years	10	10
	< 10 years	0	
Master's degree in development, statistics, economics, finance or related discipline	> 2 consultants	10	10
	1 – 2 consultants	5	
	0 consultant	0	
Financial cost structure	≥ N\$300,000	0	10
	≥ N\$200,000	5	
	<N\$300,000		
	≥ N\$0 <N\$200,000	10	
Certified / original of <u>all</u> compliance documents	SSC, VAT, EEC, CR	10	10
<b>TOTAL</b>		<b>100</b>	<b>100</b>

## 6. TIMING AND DURATION

The contract is likely to commence on the 01 November 2020 and will run for duration of three (3) months.



## **7. COST STRUCTURE**

Bidders are required to submit a cost structure outlining the applicable cost item(s), rate(s) and the total cost of assignment denoted in Namibian Dollars and valid for ninety (90) days after closing of bid.

## **8. CONTRACT**

The successful bidder will be required to enter into a contract with NIDA.

## **9. PLACE TO SUBMIT BIDS**

The completed and duly initialled and signed bid in a sealed envelope must be marked clearly:

QUOTATION: "PROVISION OF SUPPORT SERVICES IN THE DEVELOPMENT OF THE ISBP AND RELATED GOVERNANCE INSTRUMENTS AND PROTOCOLS TO NIDA"

And shall be deposited by the bidder or his/her representative in the Tender Box at: NIDA HEAD OFFICE, 11 GOETHE STREET, WINDHOEK, NAMIBIA.

No faxed or e-mailed submissions shall be accepted.

## **10. CLOSING DATE**

Wednesday, 07<sup>th</sup> October 2020 at 12:00. The envelopes will be opened at 12:10.

## **11. GENERAL**

All enquiries must be directed to the Head of Procurement at [procurement@nida.com.na](mailto:procurement@nida.com.na) on or before 16:30 on 02<sup>nd</sup> October 2020. Bidders who do not comply with all the above mentioned requirements under paragraph 5 will be disqualified. All bid proposals submitted without eligibility documents will be automatically disqualified.

## 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 manner in which the Consultant would plan 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

- 2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
- 3. The proposals shall be submitted in one original.

#### **4. Contract Negotiations (Not applicable)**

4.1 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 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 reporting schedule.

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

#### **5. Review of reports (NA)**

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

**BID SUBMISSION FORM**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Namibia Industrial Development Agency  
Private Bag 13252  
11 Goethe Street  
Windhoek  
Namibia

**PROVISION OF SUPPORT SERVICES IN THE DEVELOPMENT OF THE INTEGRATED STRATEGIC BUSINESS PLAN AND RELATED GOVERNANCE INSTRUMENTS AND PROTOCOLS TO THE NAMIBIA INDUSTRIAL DEVELOPMENT AGENCY:**

**REF NO: CS/RFP/NIDA/02/01/2020**

I/We.....herewith enclose Technical and Financial Proposals for selection as Consultant for the NIDA

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 CONSULTANT**

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:** \_\_\_\_\_

**FORM F-3**

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature

<b>Sl.No</b>	<b>Name of assignment</b>	<b>Name of Project</b>	<b>Owner or Sponsoring agency</b>	<b>Cost of Project</b>	<b>Date of Commencement</b>	<b>Date of Completion</b>	<b>Was assignment satisfactorily completed</b>

Note: Please attach certificates 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****5.1****Bill of Quantities**

<b>It</b>	<b>Description</b>	<b>Unit</b>	<b>Rate (N\$)</b>	<b>Qty</b>	<b>Amount (N\$)</b>
1.		Sum		1	
2.		Sum		1	
3.		Sum		1	
4.		Sum		1	
<b>Consultancy Services Fees</b>					
<b>VAT (15%)</b>					
<b>Tender Amount N\$</b>					

**CONTRACT No. CS/RFP/NIDA/02/01/2020**

**CONSULTANCY SERVICE CONTRACT**

**PROVISION OF SUPPORT SERVICES IN THE DEVELOPMENT OF THE INTEGRATED STRATEGIC BUSINESS PLAN AND RELATED GOVERNANCE INSTRUMENTS AND PROTOCOLS TO THE NAMIBIA INDUSTRIAL DEVELOPMENT AGENCY:**

**BETWEEN**

**NAMIBIA INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

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## **TABLE OF CONTENTS**

	Page
Preamble .....	3
Article I            Scope of Services .....	15
Article II           Commencement of Services and Duration of Contract.....	15
Article III          Duties of the Consultant .....	16
Article IV          Payment for the Services .....	17
Article V           Confidentiality and Ownership of Documents .....	17
Article VI           Assignment and Sub-Contracting .....	17
Article VII          Liability of the Consultant .....	18
Article VIII        Force Majeure .....	18
Article IX          Termination of Contract.....	19
Article X           Dispute Settlement .....	19
Article XI          Modification or Amendment .....	20
Article XII         Effective Date .....	20
Article XIII        Channel of Communications and Notices .....	21
Article XIV        Governing Law .....	22
ANNEX I            Terms of Reference	
ANNEX II          Contract Amount and Method of Payment	



**THIS SERVICE CONTRACT** entered into this day [...], between the **Namibia Industrial Development Agency** (hereinafter called the "Public Entity") and ..... (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 [...] 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 **7 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 to do so, provided that the Consultant shall in that event be given a notice of not less than **7 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 add to or reduce 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 authorized 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**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Town Planner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_

Witness

\_\_\_\_\_  
Witness