



REPUBLIC OF NAMIBIA
MINISTRY OF FINANCE AND PUBLIC ENTERPRISES

Request for Proposal
for
the Provision of Six-month consultancy services of an in-house
graphic designer

Procurement No: SC/RP/09-1/2023

Request for Proposal

LETTER OF INVITATION

Dear bidders

Subject: Six-month consultancy services of an in-house graphic designer

1. You are hereby invited to submit technical and financial proposals for consultancy services required under **[consultancy services of an in-house graphic designer for the Ministry of Finance and Public Enterprises]** which could form the basis for future negotiations and ultimately, a contract between you and the **Ministry of Finance and Public Enterprises**.
2. The purpose of this assignment is to:
 - (a) Engage the designers in the creation of vital artwork for public education.
 - (b) Designing graphics.
3. The following documents are enclosed to enable you to submit your 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]
4. Any request for clarification should be forwarded in writing to the Public Entity Rosina.Naukushu@mfpe.gov.na and Stephen.Nghikongwa@mfpe.gov.na. Requests for clarifications should be received **14 days** prior to the deadline set for submission of proposals.
5. 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 to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.
6. **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.

7. Submission of Proposals

The proposals from the consultants shall be **submitted in two 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 on or before:

Ministry of Finance and Public Enterprises, 10 John Meinert Street, Fiscus Building, First Floor, West Wing, Procurement Management Unit, Room 149B

Date: 02 May 2024

Time: 11:00 am

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

8. 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 **35 marks** for Technical Proposals. Proposals from consultants should score at least **25 marks** for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 25 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.

9. Rights a Public Entity

- (a) Please note that the **Ministry of Finance and Public Enterprises** 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.

10. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of **six 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.

11. Validity of Proposal

You are requested to hold your proposal valid for **180 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The **Ministry of Finance and Public Enterprises** will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded on **21 June 2024**, you will be expected to take up/commence the assignment in **one week** time.

13. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the **Ministry of Finance and Public Enterprises** 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).

14. 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.

15. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us by facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation within *[insert no. of days]*; and **Not applicable**
- (b) further indicate whether or not you will be submitting the proposal. **Not applicable**

16. The **Ministry of Finance and Public Enterprises** would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,


Rosina Naukushu
Head: Procurement Management Unit

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

TERMS OF REFERENCE

Part 1. Background

The Public Relations Office plays a crucial role in managing, expanding, enhancing, and safeguarding the Ministry's image through effective communication, engagement, and awareness across various platforms. For the office to consistently convey information and educate the public, the support of graphic designers is essential for creating visually appealing artwork. These graphics are vital for designing materials such as annual reports, newsletters (Treasury), social media announcements, adverts, notices and educational content. This service will significantly benefit all departments, which regularly undertake awareness campaigns on social media.

Part 2. The Services

- **Brand Identity Design:**
 - Colour palette selection and Typography choices
- **Print Design:**
 - Business cards, Brochures, Flyers, and Posters
- **Digital Design:**
 - Website graphics and social media graphics
- **Collaboration and Communication:**
 - Working closely with clients to understand their vision and goals.
 - Providing regular updates and seeking feedback
- **File Preparation and Delivery:**
 - Providing design files in various formats suitable for different media
 - Ensuring compatibility with printing and online platforms
- **Revisions and Feedback:**
 - Allowing for a certain number of revisions based on the client's feedback.
 - Ensuring client satisfaction with the final designs
- **Graphic Design Guidelines:**
 - Developing a set of design guidelines for consistent branding across different materials
- **Project Management:**
 - Managing timelines and deadlines for design projects
- **Legal and Ethical Considerations:**
 - Adhering to copyright laws and ethical design practices
 - Ensuring originality and proper attribution in design work.
- **Corrections**
- **Any other related creative artwork designs.**

Part 3. Facilities to be provided by the Public Entity

Consultant expected to work offsite

Part 4. Contract duration and fees

(a) Duration of initial contract: Six months contract and may be subject to renewal based on satisfactory performance.

(b) Payment: Within 30 days upon receiving a certified correct invoice.

Part 5. Deliverables

- **Brand Identity Design:**
 - Colour palette selection and Typography choices
- **Print Design:**
 - Business cards, Brochures, Flyers, and Posters
- **Digital Design:**
 - Website graphics and social media graphics
- **Collaboration and Communication:**
 - Working closely with clients to understand their vision and goals.
 - Providing regular updates and seeking feedback
- **File Preparation and Delivery:**
 - Providing design files in various formats suitable for different media
 - Ensuring compatibility with printing and online platforms
- **Revisions and Feedback:**
 - Allowing for a certain number of revisions based on the client's feedback.
 - Ensuring client satisfaction with the final designs
- **Graphic Design Guidelines:**
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- **Project Management:**
 - Managing timelines and deadlines for design projects
- **Legal and Ethical Considerations:**
 - Adhering to copyright laws and ethical design practices
 - Ensuring originality and proper attribution in design work.
- **Corrections**

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 three 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)
- (vi) Original or Copy of an original Good Standing Tax Certificate with NAMRA (**valid at the submission of bid**);(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?
- (vii) Has the Bidder provided a valid original or valid certified copy (**valid at the submission of bid**)of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?
- (viii) Has the Bidder provided a valid original or certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998, (valid at the submission of bid) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?
- (ix) Has the Bidder completed a written undertaking in compliance with Section 138 (2) of the Labour Act, 2007 and Section 50 (2)(D) of the Public Procurement Act, 2015
- (x) Qualifications

- (xi) Sample of services/work offered (designed artwork/content creation) (annual report, newspaper adverts and social media artwork)
- (xii) Consultant must **attach a separate sheet** of price of services per item as indicated in **Part 5** of this document **on the financial proposal**.
- (xiii) Consultant to indicate turnaround time on the **separate sheet: Full description turnaround time of different jobs e.g.:**
 - 1. Creating marketing collateral such as flyers, brochures, posters, and banners.
 - 2. Designing digital assets for websites, social media platforms, and email campaigns.
 - 3. Producing illustrations, infographics, and other visual content for the annual report.
 - 4. Developing layouts for print publications like Annual report and other corporate books

(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 **original**.

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 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.
- 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.

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for [.....*insert title of assignment*]

I/We _____ herewith enclose Technical and Financial Proposals for selection
as Consultant for the [.....*name of public entity*].

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: _____

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 three years, also give types of activities performed and employers references, where appropriate. Use about one page.]

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: _____

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 3 YEARS**

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

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

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
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Sub-Total (Remuneration) _____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days

(b) Air fare _____

(c) Lump Sum Miscellaneous Expenses⁴ : _____

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, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract*

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1) (b) and 37(5))

Date:

Procurement Ref No.:

To:

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:

[insert signature of person whose name and capacity are shown]

Capacity of:

[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:

[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____

[insert date of signing]

Evaluation Criteria

Table 1

STAGE A: Mandatory Requirement	Yes	No
Certified copy of Company Registration Certificate (incorporating document)		
Certified copy or Original Good Standing Certificate from the Social Security Commission to be verified by Bid Evaluation Committee		
Certified copy or Original Good Standing Certificate from NamRA		
Certified copy of a valid Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
Duly completed and signed Bid Securing Declaration form		
Duly completed and signed Written undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Procurement Act		
All the mandatory documents in terms of section 50 (2) of the Public Procurement Act, 2015 should be valid at the submission date of the bid;		

NB: Only bidders who complied with **all Yes at table 1** will be considered for Technical Evaluation stage.

Bidder's that do not comply with the above stipulated mandatory requirements will be deemed non-responsive, and will be excluded from further evaluation (Technical evaluation)

Technical Evaluation Criteria

The bid will be evaluated in terms of technical compliance with the Specifications.

Table 2

Criteria				
Criteria	Sub-Criteria	Requirements	Scoring	Maximum Points
Organizational Experience	Provide reference letters as main Consultant signed by the Accounting Officer, CEO, MD or Head of Procurement for graphic design services/works successfully completed in the last 3 years	Proof of 3 years' experience	15	15
		Proof of 2 years' experience	10	
		Proof of 1 year experience	5	
		No proof of experience	0	
Consultant qualifications	Consultant must provide a qualification of graphic design or media studies.	The Consultant must attach a certified copy of the qualification for the Consultant.	5	5
		Sample of services/work done (designed artwork/content creation) (annual report, newspaper adverts and social media artwork)	3 Samples	15
2 Samples	10			
1 Sample	5			
No proof attached	0			
		The Consultant must provide three (3) own samples of services/work done at least one each for (annual report, newsletter, newspaper adverts and social media artwork) with proof corresponding to the experience of work done.		
Total				35

For a bidder to proceed to the next stage (Financial Evaluation), the bidder must score **25 points** and above. Bidders who fail to achieve the required minimum score of **25 points** will be deemed as "Technical Non-Responsive". Such Bidder will be excluded from being considered for further evaluation (Financial Evaluation)

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

MINISTRY OF FINANCE AND PUBLIC ENTERPRISES

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 thirty (30) 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 to 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 thirty (30) 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: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment