



TSUMEB MUNICIPALITY

Request for Proposal for the Provision of Ad Hoc Legal Services to the Tsumeb Municipality for a Period of 36 Months

Procurement No: SC/RP/TSBMUN-01/2024/25

Name of Bidder	:	_____
Contact Person	:	_____
E-mail Address	:	_____
Postal Address	:	_____
Contact Number	:	_____

Documents must be submitted in:
The Quotation/Bid Box
Att: Procurement Management Unit (PMU)
Tsumeb Municipality
Erf 264, Moses Garoeb Street
P/Bag 2012, Tsumeb

Closing Date: Thursday, 08 August 2024 at 11h00
LATE BIDS WILL NOT BE ACCEPTED!

Request for Proposal

LETTER OF INVITATION

Dear Bidder,

Subject: Provision of Ad Hoc Legal Services to the Tsumeb Municipality for a Period of 36 Months

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the *Provision of Legal Services* for the *Tsumeb Municipality* which could form the basis for future negotiations and ultimately, a contract between you and the *Tsumeb Municipality*.
2. The purpose of this assignment is to:
 - (a) Assist with corporate and commercial transactions where necessary;
 - (b) Represent the council in civil and criminal proceedings in various Namibian courts when necessary;
 - (c) Conduct ad hoc legal due diligence investigations;
 - (d) Alternative dispute resolutions and commercial mediation (ADR);
 - (e) Labour law litigation and services relating to disciplinary proceedings and ad hoc advice;
 - (f) Legal collection Debt management;
 - (g) Conveyancing
 - (h) Provision of legal opinions;
 - (i) Provision of legal training consultancies;
 - (j) Review and drafting of policies and regulations;
 - (k) Review and drafting of contracts/performance agreements
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 Attention: Procurement Management Unit (PMU) (Tel: +264(0)67221056/7/8, E-mail: procurement@tsumebmun.org.na). Request 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

To be eligible to participate in this Quotation exercise, you should have:

- (a) a valid certificate of good standing with the Receiver of Revenue;
- (b) a valid certificate of good standing with the Social Security Commission or, in the case where
- (c) a company has no employees, a confirmation letter from the Social Security Commission;
- (d) as required by the Affirmative Action (Employment) Act 1998 (Act no. 29 of 1998) –
 - (i) a valid affirmative action compliance certificate issued under section 41 of that Act;
 - (ii) an exemption issued under section 42 of that Act; or
 - (iii) a proof from the Employment Equity Commission that the bidder or the supplier is not a relevant employer as defined in that Act
- (e) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007 (Act No. 11 of 2007); and
- (f) a valid –
 - (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia;
 - (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia
 - (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under laws regulating trusts in Namibia; or
 - (iv) partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar agreements, but a bidder or supplier who is a sole proprietor only needs to comply with the provisions of (a) to (d)
- (g) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (h) Submit signed Bid-securing Declaration.

Documents are accepted as follows:

- (a) A valid original document;
- (b) A valid certified copy of an original document, as 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) as amended; or
- (c) A printout of a valid electronic or online document issued in terms of the Electronic Transaction Act, 2019 (Act No. 4 of 2019), subject to the authentication or validation of such printout by a public entity during the bid evaluation process, in accordance with the authentication or validation guidelines of the issuing authority.

7. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in **two separate envelopes**, namely **Technical** and **Financial** proposals, 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: ***Thursday, 08 August 2024, Municipal Head Offices, Erf 264, Moses Garoeb Street, Tsumeb at 11h00.***

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.

Only those consultants scoring a total of 70 marks or more in the Technical Evaluation 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 *Tsumeb Municipality* 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 ***36 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 *120 days* from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The *Tsumeb Municipality* 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 **30 August 2024**, you will be expected to take up/commence with 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 *Tsumeb Municipality* 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; ***Not Applicable***
- (c) property brought in for your personal use provided the property is subsequently withdrawn. ***Not Applicable***

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 *seven days*; and
- (b) further indicate whether or not you will be submitting the proposal.

16. The *Tsumeb Municipality* would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



Mr. Toivo Shipanga

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.

Annexure – 1

Part 1. Background

The Tsumeb Municipality is mandated to provide urban services to the residents of Tsumeb as stipulated in the Local Authorities (Act No. 23 of 1992 as amended) and other applicable legislations and policies.

The Tsumeb Municipality as a public entity remains subject to legislation and regulation. These laws and policies determine the operations of the Municipal Council, therefore the Council seeks the services of a competent and adequately resourced law firm to achieve the above-mentioned.

Part 2. The Services

- i) Assist with corporate and commercial transactions where necessary;
- ii) Represent the Council in civil and criminal proceedings in various Namibian courts when necessary;
- iii) Conduct ad hoc legal due diligence investigations;
- iv) Alternative dispute resolution and commercial mediation (ADR);
- v) Labour law litigation and services relating to disciplinary proceedings and ad hoc advice;
 - Formulation of charges and representation at disciplinary hearings
 - Serve as a Chairperson during Disciplinary Hearings;
 - Serve as an Initiator during Disciplinary Hearings;
 - Represent Council during arbitrations and court cases
- vi) Legal collection Debt management;
- vii) Conveyancing
- viii) Provision of legal opinions;
- ix) Provision of legal training consultancies;
- x) Review and drafting of policies and regulations;
- xi) Review and drafting of contracts/performance agreements

Part 3. Facilities to be provided by the Public Entity

The Tsumeb Municipality shall provide a board room for meetings with the Consultants during the duration of the contract. Any other facilities required by the service providers shall be provided by themselves.

Part 4. Contract duration and fees

(a) Duration of initial contract

This assignment is expected to be carried out for a period of 36 months

(b) Payment

Payment will be made within 30 days of receipt of the invoice. Invoicing is to be done after service delivery, if the service is found to be in accordance with the specifications

Part 5. Deliverables

- i) Assist with corporate and commercial transactions where necessary;
- ii) Represent the Council in civil and criminal proceedings in various Namibian courts when necessary;
- iii) Conduct ad hoc legal due diligence investigations;
- iv) Alternative dispute resolution and commercial mediation (ADR);
- v) Labour law litigation and services relating to disciplinary proceedings and ad hoc advice;
- vi) Legal collection Debt management;
- vii) Conveyancing
- viii) Provision of legal opinions;
- ix) Provision of legal training consultancies;
- x) Review and drafting of policies and regulations;
- xi) Review and drafting of contracts/performance agreements

EVALUATION CRITERIA

Evaluation Criteria	Description	Further Details	Points	
Organisational Capacity, Experience in Legal services	The bidder must Demonstrate their experience in similar assignments/legal services and must illustrate their understanding of the services required	Bidder did not demonstrate an understanding of the assignment	0	20
		Bidder demonstrated their experience in similar assignments/legal services Bidder provided a company profile which covers their area of expertise	20	
	Five reference letters provided with contactable references for the provision of services of a similar nature NB – Each letter will count 4 points	Bidder did not provide any letter of reference	0	20
		Bidder provided one letter of reference	4	
		Bidder provided two letters of reference	8	
		Bidder provided three letters of reference	12	
		Bidder provided four letters of reference	16	
		Bidder provided five letters of reference	20	
Litigation experience	The bidder must demonstrate litigation experience by highlighting Court matters that have been dealt with including any arbitration and mediation proceedings	Bidder did not demonstrate their litigation experience by highlighting court matters that have been dealt with	0	20
		The bidder has demonstrated their litigation experience by highlighting court matters that have been dealt with, including any arbitration and mediation proceedings.	20	
Experience and Knowledge of key personnel	Key personnel must have 10 years’ post admission experience	No information was provided, and the lead has less than 10 years post-admission experience.	0	20
		The lead has 10 years post admission experience, supported by qualified support staff The lead has experience in dealing with Local Authorities' legal matters 1-3 Years = 5 Points; 4-6 Years = 10 Points; 7-9 Years = 15 Points; 10+ years = 20 Points	20	
CV and Qualification	Detailed CV and qualifications attached	Bidder did not attach copies of CV	0	20
		Bidder has attached a copy of the CV of the lead, including copies of qualifications. Bidder has also attached a copy of the CV and qualification of supporting resources	20	
TOTAL				100

BID SECURING DECLARATION

(Section 45 of Act)

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

Date:[Day|month|year].....

Procurement Ref No.:

To: Tsumeb Municipality, Erf 264, Moses Garoeb Street, Tsumeb

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]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

****delete if not applicable / appropriate***



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2015 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.

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 and one copy

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: **Tsumeb Municipality**
Private Bag 2012
Tsumeb, Namibia

Hiring of Consultancy Services for the Provision of Ad Hoc Legal Services to the Tsumeb Municipality for a Period of 36 Months

I/We _____herewith enclose Technical and Financial Proposals for selection as Consultant for the *Tsumeb Municipality*.

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 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:

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

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.)

Cost Estimate of Services¹**Remuneration:**

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

Out-of-Pocket Expenses² :

(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, portage 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

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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 *[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 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 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: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment