



## **Request for Proposal**

# **Consultancy for Provision of Irrigation system design for the soccer pitch turf of Ongwediva Stadium**

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**Procurement No: SC/RP/OngweTC-01/2021/22**

Private Bag 5549, Ongwediva; [Tel:065- 233700](tel:065-233700); Fax: 065- 230521

Ms. Josephine Hainana; Email: [jhainana@otc.com.na](mailto:jhainana@otc.com.na) (Administrative)

Ms. Rebekka Hidulika; Email: [rhidulika@otc.com.na](mailto:rhidulika@otc.com.na) (Technical)

Release date: 27 July 2021

Dues Date: Tuesday 10 August 2021 at 14H30

## Request for Proposal

### LETTER OF INVITATION

Dear Sir/Madam

**Subject: Consultancy for the Provision of Irrigation system design of the Soccer pitch turf of Ongwediva Stadium**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under *Provision of irrigation system design of the Soccer pitch turf of Ongwediva Stadium* which could form the basis for future negotiations and ultimately, a contract between you and Ongwediva Town Council.

The consultant is expected to provide the overall design and cost estimation (BOQ) of the following:

- The lawn (turf) of the pitch
  - Best and suitable irrigation system
  - Ground / Soil preparation
  - Greening / Beautification of the area
  - Bid documentation of the works,
  - Supervision of the work
  - Maintenance plan.
2. 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]
  3. Any request for clarification should be forwarded in writing to the Public Entity Ongwediva Town Council, Ms. Josephine Hainana, 065- 233700. Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.
  4. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to 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.

## **5. Eligibility**

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## **6. Submission of Proposals**

The proposals from the consultants shall be submitted in an envelope, 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:

***[10/08/2021, Ongwediva Town Council, Bid box, Ground Floor, 14h30***

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

## **7. 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.

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

- (a) Please note that the Ongwediva Town Council 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.

## **9. Duration of Assignment**

It is estimated that the minimum duration of the assignment shall be for a period of 2 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.

#### **10. 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. Ongwediva Town Council will make its best efforts to finalize the agreement within this period.

#### **11. Commencement date of Assignment**

Assuming that the contract can be satisfactorily concluded in November 2021, you will be expected to take up/commence with the assignment in **two weeks'** time.

#### **12. Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the Ongwediva Town Council 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).

#### **13. Insurance**

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

#### **14. Confirmation of Invitation to submit proposal**

We should appreciate if you would inform us by facsimile: 065- 230521

- (a) your acknowledgment of the receipt of this Letter of Invitation within 7 days; and
- (b) further indicate whether or not you will be submitting the proposal.

15. The Ongwediva Town Council would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Ms. Josephine Hainana  
Secretary to the Procurement Committee

#### **Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

## **TERMS OF REFERENCE**

### **1. Background**

Council has made budgetary provision for the Construction of the sports (football stadium) in Ongwediva Town.

For this exercise, Council requires the services of a Consultant to assist in Designing the irrigation system, documentation of the bid and supervise the work to install the grass turf of the Soccer pitch.

### **2. The Services**

The surface of the Football (soccer) pitch shall be made of a lawn (turf).

The consultant is expected to provide the overall irrigation design and cost estimation (BOQ) of the following:

- The lawn (turf) of the pitch
- Best and suitable irrigation system
- Greening / Beautification of the area
- Ground / Soil preparation
- Bid documentation of the works
- Supervision of the work, and
- Maintenance and care plan.

### **3. Terms and Conditions**

All contracting parties will be appointed strictly in accordance with the procurement regulations and with strong emphasis on advancing SMEs.

The conditions of contract applicable to this contract are the "General Conditions of Contract for Works of Civil Engineering Construction, Sixth Edition (1990) whiles standardized specifications, SABC 1200, shall apply and incorporated into all contractual agreements with the contracting parties.

#### **4. Technical requisition and Financial proposal**

Interested parties with demonstrated experience, qualifications and competencies should submit their Proposals. The weighting of the **Technical Requisition** shall be **70 %** and **Financial Proposal** shall be **30 %**.

#### **5. Technical requisition**

- a) In preparing the technical requisition, you are expected to examine all terms and instruction included in the bid document. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- b) During preparation of the technical requisition you must give particular attention to the following:
  - (i) If you consider that your firm does not have all the expertise for the Assignment, you may source a full range of expertise by entering into a Joint Venture with other firms or entities, including the other firms invited for this Assignment Subcontracting part of the Assignment to other Consultant.
  - (ii) The Estimated number of Key professional staff required for the Assignment.
  - (iii) The majority of the key professional staff must be permanent employees.
  - (iv) Only Namibian registered companies that have an Office (with technical staff based there) and are operating in the Oshana Region will be considered for this work.
  - (v) All documents, plans and report shall be prepared in English.

#### **6. Financial Proposal**

- a) The financial proposal should list the cost associated with the Assignment.
- b) The cost estimate should include Cost for the design of the irrigation system, Beautification of the area, Supervision of work as well as the Maintenance plan of the turf.
- c) The financial proposal shall be linked to the level of detail foreseen and presented in the Technical requisition.

- d) Payment for services by the professional team, from the inception of the project, shall be payable according to work done at each and every stage of the project.
- e) The validity of the bid shall be for the duration of the project. A rate presented in the financial proposal shall be considered fixed for the validity period of the bid, and the duration of the project.

## 7. Bid Process

- a) Bid document shall be accompanied by all proof and required documentation and a Financial Proposal.

## 8. Fee Structure

- a) For the purpose of this bid, all applicable Consultancy Fees with relevant rates must be clearly stated.
- b) Companies must make provision for the following key personnel on their project team (proof of qualification and experience in form of reference to be provided):
  - **Project Manager:** A Horticulturalist or Project Manager with appropriate experience on similar projects such as Football / Soccer pitch construction / Landscaping.
  - **Landscaper:** An experienced landscaper with 3 or more appropriate experience in similar projects of magnitude work.

## 9. Evaluation Criteria and Weighting

### Responsive Corrected Prices

The Responsive Corrected Prices (CRPS) will be the prices of the bidders which are within the Margin Range of +/- 5% of Council's Estimate. Bidding prices falling outside the +/- 5% Margin Range of the Engineer's Estimate will be deemed financially unresponsive and will not be evaluated further to calculate the Bidder Index (BI).

### Calculation of the Bidder Index

The Bidder Index (BI) for each compliant Bidder will be calculated per each Contract Area by weighted attributed using the formula below:

$$BI = 0.3 \times PS + 0.7 \times TS$$

Where:

PS = the Price Score for the Bidder under consideration, calculated per each Contract Area

TS = the Technical Score for the Bidder under consideration

The Price Score (PS) will be calculated for each Tenderer in accordance with the following formula:

$$Ps = (PC / PN) \times 100$$

Where: PC = Bidding Price of the lowest acceptable Bidder adjusted

PN = Biding Price under consideration adjusted in terms of bidding Price of the lowest acceptable Bidder

Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

The Technical Score will be calculated for each Bidder in accordance with the following formula:

$$TS = (TX + TC + TM + TD)$$

Criteria, sub-criteria, and point system for the evaluation of Full Technical Simplified and Proposals are:



<b>ITEM</b>	<b>NON-PRICE ATTRIBUTES TECHNICAL / CAPACITY / PDN ATTRIBUTES</b>	<b>MAX. POINTS</b>
<b>T<sub>x</sub></b>	<p><b>Relevant Experience</b> Comply with Similar Experience Requirements</p> <ul style="list-style-type: none"> <li>▪ References / Completion Certificates <ul style="list-style-type: none"> <li>1 Reference of sports field turfing services= 15</li> <li>2 References of sports field turfing services = 20</li> <li>&gt; 3 References of sports field turfing services = 25</li> </ul> </li> <li>▪ Experience of Previous 3 Years Landscaping Projects <ul style="list-style-type: none"> <li>1 landscaping Project Only = 5</li> <li>2 landscaping Project Only = 10</li> <li>&gt; 3 landscaping Project Only = 15</li> </ul> </li> </ul>	<p>25</p> <p>15</p>
<b>T<sub>c</sub></b>	<p><b>Relevant Competence:</b> <b>Staff (<i>Contract of Agreement between Employee &amp; Employer</i>)</b></p> <ul style="list-style-type: none"> <li>▪ Horticulturalist or project Manager with Experience in Horticulture or irrigation set up <ul style="list-style-type: none"> <li>1 Year experience = 5</li> <li>2 Years experience = 10</li> <li>&gt; 3 Years experience = 15</li> </ul> </li> <li>▪ Landscaper With Experience in Industrial landscaping / sports field landscaping. <ul style="list-style-type: none"> <li>1 Year experience = 3</li> <li>2 Years' experience = 5</li> <li>&gt; 3 Years experience = 10</li> </ul> </li> </ul>	<p>25</p>
<b>T<sub>m</sub></b>	<p><b>Qualification</b> Proof of qualifications for a project Manager: Horticulturalist, Project Manager =15</p> <p>Proof of qualifications for a Landscaper =10</p>	<p>25</p>
<b>T<sub>d</sub></b>	<p><b>Fitness certificate</b></p> <ul style="list-style-type: none"> <li>▪ From Oshana region based Namibian registered companies.</li> </ul>	<p>10</p>

<b>Ts</b>	<b>Technical Score</b>	<b>100</b>
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#### **10. Documents to be submitted (Compulsory).**

- Original Bid Document signed and initialed.
- Financial Proposal;
- Curriculum Vitae's of all Key Personnel;
- Qualification of all Key Personnel;
- Written references or certificate of completion of similar work including a sports field;
- Have a valid original or certified copy of the company Registration Certificate;
- Have a valid original or certified copy of a good Standing Tax Certificate;
- have a valid original or certified copy of a Good Standing Social Security Certificate;
- Have a valid certified copy of Affirmative Action Compliance Certificate, 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;
- An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof;
- Have a valid certified copy of Fitness Certificate from any local authority within Oshana region.

#### **11. Contract duration and fees**

##### **(a) Duration of initial contract**

The duration of this contract will be 2 months.

##### **(b) Payment**

To be made in accordance with the Ongwediva Town Council Financial Policy

#### **12. Deliverables**

A project cost estimate in a form of a priced detailed Bill of Quantities and working drawings for inclusion in the Standard Bidding Document (SBD) for the works, on assumption that the document will be issued on open bidding.

**BID SUBMISSION FORM**

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Consultancy for Provision of Irrigation system design services of the Soccer pitch turf of Ongwediva Stadium**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Consultant for the *Ongwediva Town Council*.

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

**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.)

**Cost Estimate of Services<sup>1</sup>**

**Remuneration:**

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

**Out-of-Pocket Expenses<sup>2</sup> :**

(a) Per Diem <sup>3</sup> :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses <sup>4</sup> :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
<b>Total Estimate:</b>					_____

<sup>1</sup> Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

<sup>2</sup> Reimbursable at cost with supporting documents/receipts unless otherwise specified.

<sup>3</sup> Per Diem is fixed per calendar day and need not be supported by receipts.

<sup>4</sup> 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.

**CONTRACT No.** \_\_\_\_\_

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*[INSERT PUBLIC ENTITY NAME]*

**AND**

*[INSERT CONSULTANT NAME]*

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

**WITNESS THAT:**

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

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

**NOW THEREFORE** the parties hereto have agreed as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

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

**ARTICLE II**  
**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

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

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

**ARTICLE III**  
**DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
  - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The

Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

**ARTICLE IV**  
**PAYMENT FOR THE SERVICES**

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

**ARTICLE V**  
**CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

**ARTICLE VI**  
**ASSIGNMENT AND SUB-CONTRACTING**

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

- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
- (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

**ARTICLE VII**  
**LIABILITY OF THE CONSULTANT**

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

**ARTICLE VIII**  
**FORCE MAJEURE**

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the

existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

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