



PROCUREMENT MANAGEMENT UNIT

Request for Quotations

for

**PROCUREMENT OF OFFICE DESIGN SERVICES, STRUCTURAL
ASSESSMENT FOR BIPA HEAD OFFICE FOR A PERIOD OF TWO
YEARS**

Procurement No: CS/RFP/BIPA-15/2025

Due Date for Submission: Wednesday, 04 March 2026 @ 11h00

Business and Intellectual Property Authority, The Business Hub, 172 Jan Jonker Road,
Ausspannplatz, Windhoek, Namibia, Tel: +264 61 299 4400, Email: kalengas@bipa.na

Request for Quotation
LETTER OF INVITATION

Dear Sir/Madam

Subject: Procurement of Office design services, structural assessment for BIPA Head Office

1. You are hereby invited to submit financial proposals for consultancy services required for office design services, structural assessment for the Business and Intellectual Property Authority (BIPA) which could form the basis for future negotiations and ultimately, a contract between you and BIPA.
2. The purpose of this assignment is to:
 - (a) Procurement of Office design services, structural assessment for BIPA Head Office
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 BIPA at procurement@bipa.na / kalengas@bipa.na. Request for clarifications should be received 4 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. Eligibility Criteria

In compliance with the requirements required in terms of section 50. (1) of the Public Procurement Act, 2015, the following mandatory documentary evidence is required to accompany the Technical Proposal:

- (i) have a valid company Registration Certificate **entities incorporated in Namibia with no less than 51 percent equity that is owned by Namibian citizens of which no less than 30 percent is owned by previously disadvantaged persons.** *This procurement is reserved for exclusive preference to local suppliers as per code of good practice. Identity documents of members or share certificates in cases of PTY Ltd should be attached.*
- (ii) have an original or certified copy valid good Standing Tax Certificate;
- (iii) have an original or certified copy valid good Standing Social Security Certificate;
- (iv) 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;
- (v) 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.
- (vi) have an original or certified copy valid **Good standing certificate for BIPA**
- (iv) Proof of professional indemnity, registration with Namibia Institute of Architects & Registration with Namibia Council of Architects and Quantity Surveyors.

Any bid found non-compliant to this section will be excluded from the competition and will not be evaluated further.

8. Submission of Proposals

The proposals from the shortlisted 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: **Wednesday, 04 March 2026**, at BIPA Office- Reception, Ground Floor, The Business Hub, 172 Jan Jonker Road, Ausspännplatz, Windhoek at **11H00**.

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

9. Deciding Award of Contract

Part	Evaluation Process	Pass Rate
Part: A	Compliance with the requirements required in terms of section 50(1) of the Public Procurement Act, 2015. Any bid found non-compliant to this section will be excluded from the competition and will not be evaluated further.	100%
Part: B	The technical evaluation will out of possible 80	60 Marks

10. Rights a Public Entity

- (a) Please note that BIPA 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.

11. Duration of Assignment

Twenty -four (24) months

12. 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. BIPA will make its best efforts to finalize the agreement within this period.

13. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded March 2026 you will be expected to take up/commencing with the assignment by Mid-March 2026.

14. Tax Liability

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

15. Insurance

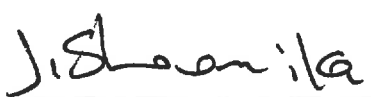
The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

16. Conformation of Invitation to submit proposal

We should appreciate if you would inform us by email:

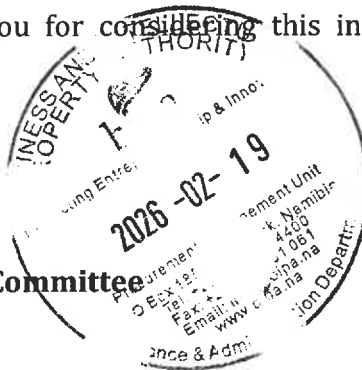
- (a) your acknowledgment of the receipt of this Letter of Invitation within 2 days; and
- (b) further indicate whether or not you will be submitting the proposal.

17. BIPA would like to thank you for considering this invitation for submission of proposals.



Yours faithfully,

Secretary to the Procurement Committee



Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

TERMS OF REFERENCE (TOR)

FOR

**PROCUREMENT OF OFFICE DESIGN SERVICES, STRUCTURAL ASSESSMENT
FOR BIPA HEAD OFFICE**

(A) BACKGROUND

BIPA is mandated to establish an integrated One-Stop Centre within our Head Office premises. This directive aims to enhance client-facing services and improve operational efficiency. The current building was originally designed for a banking layout, which is not optimal for this new mandate. Successful implementation requires a significant reconfiguration of the existing space, including:

- New partitioning to create a modern, open, and client-friendly service area.
- Infrastructure upgrades (IT cabling, electrical, data points).
- Facility enhancements to improve workflow, staff welfare, and public access.

To execute this project professionally, ensure compliance with building regulations, and guarantee a safe, functional, and efficient outcome, the expertise of licensed professionals is essential. An architect will develop a comprehensive plan that meets our operational needs, while a structural assessment is critical before any modifications to the building fabric are made. Subsequent approval from the City of Windhoek is a legal prerequisite for commencing construction.

(B) OBJECTIVE

The purpose of this assignment is to procure the professional services of a suitably qualified and registered Architectural firm to undertake the design of the proposed Integrated One-Stop Centre and to provide professional oversight for the reconfiguration of the Business and Intellectual Property Authority (BIPA) Head Office.

The scope of work includes conducting a comprehensive building assessment of the existing facility to determine its suitability to accommodate the proposed alterations and ensuring that all design interventions are structurally compliant and fit for purpose. The appointed firm will further be responsible for preparing and submitting the required documentation to obtain building plan approval from the City of Windhoek upon completion of the design phase.

TOR FOR THE APPOINTMENT OF AN ARCHITECT

C) ARCHITECT DELIVERABLES

Full Professional Service will be required:

- a) The Consultant registered Architect as governed by the Architects' and Quantity Surveyor's Act 13 of 1979 is to provide professional architectural services related to the design, procurement and construction supervision of the service required for the buildings to function.
- b) The Consultant should also provide but not limited to Project Management Services, including appointing, coordination, supervision and or management of other sub consultants for the assignment with the highest level of professionalism and diligence.

1. Appraisal and Definition of the Project

- a) Receive, appraise and report on the client's requirements with particular regard to site information and statutory requirements.
- b) Advise the client on procedures to meet his requirements and on the need for the appointment of consultants.
- c) Appoint / Subcontract other consultants such as engineers, interior designers and quantity surveyors.
- d) Confirm in writing the client's instructions to proceed.

2. Design Finalization

- a) Prepare a design showing space provisions, room/space relationships, method of construction, standards of materials recommended and standards and suitability of services in sufficient detail to enable the design to be approved by the client.
- b) Advise the client on the estimated cost, budget and statutory requirements (time schedule).
- c) Confirm in writing the client's instructions to proceed.
- d) After the client approves the design, develop it sufficiently to coordinate the work of specialists who have been appointed.
- e) Discuss the design with the statutory authorities concerned.
- f) Review budget (time schedule).
- g) Confirm in writing the client's instructions to proceed.

3. Technical Documentation and Approvals

- a) Prepare drawings and documentation for submission to local or statutory authorities for approval (and working drawings, specifications and other technical documents necessary for the execution of the project.)
- b) Correlate the work of any specialists in the preparation of the documentation.
- c) Confirm in writing the client's instructions to proceed.

4. Contract Administration and Supervision

- a) Advise the client regarding the award of the building contract and the completion of contract documents.
- b) Confirm in writing the clients instructions to proceed.
- c) Prepare the building contract documents and present same for signature by the parties thereto.
- d) Administer the building contract.
- e) Inspect the works. The form, frequency and duration of meetings and visits related to administering the building contracts and inspection of the works will vary according to the nature and stage of the construction and the consultant should clarify for the client the attention to be provided pursuant thereto, such to be stated in schedule hereto.
- f) On the completion of the project, provide the client with as-built drawings.
- g) Prepare and / or procure operations and maintenance manuals, guarantees and warranties.
- h) Prepare and / or procure as-built drawings and documentation.
- i) Inspect and verify rectification of defects.
- j) Inspect the works and issue completion and defects lists

D) PAYMENT CONDITION

- As per Tariff of fees issued in terms of Architects' and Quantity Surveyors' Act 13 of 1979 section 7(3)

E) COPYRIGHT

BIPA retains the design rights and other intellectual property rights of all documents presented by the Consultants upon full payments for the service to the Consultants. The Consultant shall be entitled to use of data obtains during service undertaking for other projects, but such undertaking should first obtain BIPA written approval.

F) MONITORING AND EVALUATIONS

The achievement and technical compliance of consulting service under this assignment will be continuously monitored, evaluated on submitted work program. BIPA will assist wherever possible with technical aspect if deemed necessary.

G) CONSULTANTS CONFIDENTIALITY

The Consultants shall keep all information and reports to project confidential and shall not under any circumstances release public or media statements or publish related to project or the services the Consultants is rendering.

H) Requirements:

As per attached technical evaluation criteria &

Other Mandatory requirements: Proof of professional indemnity, registration with Namibia Institute of Architects & Registration with Namibia Council of Architects and Quantity Surveyors.

5. REQUIREMENTS

CRITERIA	SPECIFIC REQUIREMENTS
<i>Relevant Experience</i>	• Minimum (5) years' experience in Feasibility and Design Project Management with seven projects completed. • A maximum of seven highest value projects shall be considered for scoring with each project being scored individually for in accordance with the value categories.
<i>Qualifications of the Lead Consultant</i>	• Degree in Architecture / Diploma in Architecture / Project Management certification • Proof of professional indemnity, registration with Namibia Institute of Architects & Registration with Namibia Council of Architects and Quantity Surveyors.
<i>Methodology or Workplan</i>	• Present a clear outline of our workplan on how the assignment will be carried out
<i>Delivery time</i>	A minimum of four (4) weeks to complete each assignment.
<i>References</i>	• Submit seven (7) proof of projects completed and three (3) reference letters within the last (5) years • Attach reference letters from previous clients of successful strategy implemented. (Letters should be typed on official letterhead signed by the management).

Whereas the **financial proposal** and the specific assessment criteria include:

CRITERIA	SPECIFIC REQUIREMENTS
<i>Consultant's contract cost estimate</i>	As per Tariff of fees issued in terms of Architects' and Quantity Surveyors' Act 13 of 1979 section 7(3)

Relevant provisions of the Public Procurement Act, 2015 (Act No 15 of 2015) apply

CRITERIA USED TO EVALUATE THE BIDS

1. PART A Total Marks (80)

Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each sub consultant for this assignment.]

Discipline	Team Members	Experience in similar work (indicate project stages i.e feasibility , design, supervision and project management in cv) Feasibility=5 points Design = 5 points Supervision=5 points Project Management = 5 points (Submit CVs and certified copies of qualifications)	Qualification Degree in Architecture = 10 points Diploma in Architecture = 5 points Project Management certification / Qualification = 10 points	Registered as a professional member with Namibia Council of Architects and Quantity Surveyors (NCAQS) 10 points
Scoring				

Architect	Team member 1			
	Team member 2			
	Team member 3			
	Team member 4			
Project Manager (Qualification / Certification in project management required to score points)	Project Management Team member 5			
	Project Management Team member 6			

Discipline	Team Members	Number of Staff Members
Scoring		Staff less than 3 = 5 points Staff more than 4 = 10 points NB: Submit CVs
Support Staff	Support member 1	
	Support member 2	
	Support member 3	
	Support member 4	
	Support member 5	

B – Lead Architectural and Project Management Consultant's Experience.

[Using the format below, provide information on each assignment for which your firm / company was legally contracted either individually as a corporate for carrying out consulting services similar to the ones requested under this assignment]

Provide details of projects of Similar Nature:(Multistorey Office building) completed and their monetary values.

Project Name:		
Client		
Project Values	The value categories are applicable to a single project not a combination and the projects must have been completed. A maximum of seven highest value projects shall be considered for scoring with each project being scored individually for in accordance with the value categories.	Less than 10 million =0 points Above 10 million but less than 25 million =10 points Above 25 million but less than 50 million =15 points Above 50 million = 20 points
Number of projects completed	The number of completed projects in the portfolio submitted shall be scored as per the value categories indicated. (Attach reference letters and completion certificates)	1-3 projects = 10 points 4-7 projects = 15 points 8 or more projects = 20 points

NB: A minimum technical score of 80% is required to be considered for award. However, the contract shall be awarded to the bidder who achieves the highest technical score and is determined to be substantially responsive to all mandatory administrative and compliance requirements

Formula:
$$\frac{\text{Total Score}}{\text{Total allocated marks (80)}} \times 100$$

TOTAL SCORE IS OUT OF 100 Marks

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

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

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]

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

Witten 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

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

Annexure - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Curriculum Vitae of Consultant (Form F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last 5 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: Chairperson Procurement
Committee
BIPA
P.O. Box 185
Windhoek
Namibia

Procurement of Office design services, structural assessment for BIPA Head Office

I/We _____herewith enclose Technical and Financial Proposals for selection as Consultant for the Business and Intellectual Property Authority

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

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks related to this assignment.]</i> Project Name: _____ Year: _____ Location: _____ Client & Contact No.: _____ Main project features: _____ Positions held: _____ Activities performed: (circle applicable) a) Feasibility studiesYes / No b) Design works..... Yes / No c) Construction Supervision..... Yes / No d) Project Management.... Yes / No
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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 Cost	Monthly Rate (in currency) currency)	Working Months	Total (in
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Sub-Total (Remuneration)

Out-of-Pocket Expenses² :

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

*Business and Intellectual Property Authority (BIPA), 172 Jan Jonker Road,
Ausspanplatz,
P.O. Box 185, Windhoek, Namibia
Tel: +264 61 299 4400*

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

Chief Executive Officer

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment