



Request for Proposal

For

**the Employee Counselling Support during the Reintegration
of NSFAF into the Ministry of Education, Innovation,
Youth, Sport, Art, and Culture (MEIYSAC)**

Procurement No: SC/RP/NSFAF-02/2025
Issued date: 27 August 2025
Closing date 2 September 2025 at 12h00 P.M

Request for Proposal

LETTER OF INVITATION

Dear Consultant,

Subject: Employee Counselling & Financial Wellness Support during the Reintegration of NSFAF into the Ministry of Education, Innovation, Youth, Sport, Art, and Culture (MEIYSAC)

1. You are hereby invited to submit technical and financial proposals for consultancy services required for Employee Counselling Support during the Reintegration of NSFAF into the Ministry of Education, Innovation, Youth, Sport, Art, and Culture (MEIYSAC) which could form the basis for future negotiations and ultimately, a contract between you and NSFAF.
2. More details on the services are provided in the Terms of Reference.
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 NSFAF to procurement@nsfaf.na. Request for clarifications should be received 8 days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: **www.mof.gov.na/procurement-policy-unit** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.
6. **Eligibility**
 - (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
 - (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
 - (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for

unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

7. Submission of Proposals

The proposals from the 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: **2 September 2025 at 12h00 PM.**

NSFAF Head Office
746 Erosweg, Eros - Windhoek
Ground Floor

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

8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a three steps evaluation criteria to select a successful bidder.

- Step1: Mandatory Evaluation
- Step2 Technical Evaluation
- Step3 Financial Evaluation

Technical and financial proposals to be weighted as follows:

Technical evaluation 70%

Financial evaluation 30 %

The minimum technical score required to pass is Seventy (70) %. Companies with a technical score of 70% and above will then be weighed against the weighted rate of 0.7.

The formula for determining financial scores will be:

$S_f = 100 \times FM / F$

- FM is the lowest price.
- F is the price of the proposal under consideration.
- S_f is the financial score.

The determined financial score will then be weighed against the weighted rate of 0.3.

The company that scores the highest percentage after combining the weighted technical and financial core and will be considered for an award.

Negotiations will start with the Consultant scoring the highest percentage 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 Namibia Students Financial Assistance Fund 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 maximum duration of the assignment shall be for a period of **three (3) months**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

11. Validity of Proposal

You are requested to hold your proposal valid for 180 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. NSFAF 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 *[September 2025]*, you will be expected to take up/commence with the assignment in *[September 2025]* 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 Namibia Students Financial Assistance Fund shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

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

14. Insurance

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

15. Conformation of Invitation to submit proposal (Not applicable)

We should appreciate if you would inform us by facsimile:

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

16. NSFAF would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Allenah Matengu
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. Brief Statement

- 1.1 In May 2013, NSFAP transitioned from being part of the Ministry of Education to a stand-alone public enterprise, continuing its mandate under the NSFAP Act 26 of 2000. NSFAP is undergoing a reintegration process whereby it will transition from a state-owned enterprise (SOE) back into a department within the Ministry of Education, Innovation, Youth, Sport, Art, and Culture (MEIYSAC). This change, although structurally planned and communicated, has led to significant uncertainty and emotional distress among employees, particularly regarding uncertainty on remuneration and benefits. Hence, the change has raised concerns and confusion that need to be addressed through professional counselling, emotional support, and structured change management facilitation.

2. Background

- 2.1 As part of the strategic human capital response to organisational transitions, it is critical to proactively manage change through communication, psychological safety, and readiness building.
- 2.2 A qualified Change Management and Employee Wellness Consultant is therefore required to:
- Guide employees through the reintegration phase.
 - Provide clear, empathetic communication about what the change means for them.
 - Offer tools to help employees self-counsel, adapt, and remain engaged.
- 2.3 As of August 2025, there are currently ninety (90) employees.

3. Scope of work

The consultant will be required to provide comprehensive psychological and change management support to employees throughout the reintegration of NSFAP. The scope of services includes the following key deliverables:

3.1 Pre-Implementation Phase

Conduct a pre-implementation debriefing session with NSFAP management to align on the overall project objectives, agree on the psychological support approach and timeline, identify anticipated challenges and tailor interventions accordingly.

3.2 Organisation-Wide Change Management

- Facilitate structured change management sessions organisation-wide, addressing various emotional stages of change, including uncertainty, denial, and resistance, acceptance, adjustment, alignment and commitment and integration.
- These sessions will be interactive and designed to promote coping strategies, address shared concerns in a safe space, and foster peer support and emotional resilience.

3.3 Group and Individual Support

- Facilitate group counselling to support the collective emotional well-being of the employees.
- Provide confidential individual counselling sessions to employees requiring tailored psychological support, particularly related to anxiety and stress, Financial distress, financial planning and debt management, as well as uncertainty about change and role security.

3.4 Management Support and Empowerment

Equip managers and supervisors with tools and strategies to support their teams emotionally during change, maintain team morale and productivity and address individual concerns empathetically.

3.5 Long-Term Self-Help Resource

Develop and provide a Self-Counselling Toolkit to empower employees with tools to independently manage change and build emotional resilience post-reintegration.

4. Methodology

Bidders must outline their methodology to deliver:

- On-site group counselling and psychological support sessions.
- Tailored individual counselling and psychological support sessions.

5. Reporting

The consultant must submit:

- Summary reports of sessions conducted.
- Report on key employee concerns raised and addressed.
- Recommendations for ongoing support post-project.

6. Duration of Assignment / Project

Estimated duration: **2 months.**

7. Qualifications & Experience

➤ **Main Consultant:**

- Hold a Master's Degree in Psychology, Industrial Psychology, Organizational Development, or a related field. Have at least 7 years' experience in employee wellness, organisational change, or counselling.
- Be registered with a professional body.
- Demonstrate experience with SOE-to-Government or similar transitions.
- Have excellent interpersonal, communication, and facilitation skills.

➤ **Financial Expert/Advisor (Supporting Role):**

- The main consultant must indicate collaboration with a qualified expert in Financial Counselling/Advisory.
- The financial expert must hold relevant qualifications in Financial Planning, Finance, Accounting, Economics, or a related field.
- A minimum of 10 years' experience in financial counselling, particularly in the areas of Financial management, Debt management and financial planning.

8. Deliverables

- Conduct employee counselling and psychological support sessions (group and individual).
- Self-help toolkit: "Adapting to Change – Self-Counselling Guide.
- A detailed final report including all session outcomes and recommendations.
- Work alongside/collaborate with the Consultant working on the re-integration.

9. Procurement method used:

Request for proposal.

10. Contract duration

- Three (3) months contract.

11. Evaluation Criteria

A three steps evaluation criteria will be used to select a successful bidder.

- Step1: Mandatory Evaluation
- Step2 Technical Evaluation
- Step3 Financial Evaluation

Technical and financial proposals to be weighted as follows:

Technical evaluation 70%

Financial evaluation 30 %

The minimum technical score required to pass is Seventy (70) %. Companies with a technical score of 70% and above will then be weighed against the weighted rate of 0.7.

The formula for determining financial scores will be:

- $Sf = 100 \times FM / F$
- FM is the lowest price.
- F is the price of the proposal under consideration.
- Sf is the financial score.

The determined financial score will then be weighed against the weighted rate of 0.3.

The company that scores the highest percentage after combining the weighted technical and financial core and will be considered for an award.

11.1. First Evaluation – Mandatory documents/requirements

The first evaluation will be on mandatory documents. All Service Providers bidding for this service are required to meet the following before proceedings to the second evaluation. All mandatory documents must be provided for company to proceed to the next evaluation.

- A certified copy of the founding statement or company registration documents, including a list of Directors and/or Members.
- Original/certified copy of valid certificate of good standing from the Receiver of Revenue.
- Original/certified copy of valid certificate of good standing from the Social Security Commission.
- A valid certified copy of affirmative action compliance certificate or proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer.
- A written undertaking as contemplated in section 138(2) of the Labour Act, 2007.
- A certified copy of the founding statement or company registration documents including list of Directors and/or Members.

NB!! This bidding is limited to the citizens of Namibia; or 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.

11.2. Second Evaluation - Technical

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

Technical Approach and Methodology. *In this section you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

Work Plan. *In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

Organization and Staffing. *In this section you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

Bidders who meet the first evaluation criteria will be subjected to the second evaluation criteria below. Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

1	Criteria, sub-criteria, and point system for the evaluation of Simplified Technical Proposals are:	
A.	Company Profile and Experience	
	Consultant with a minimum of 10 years of experience in Employee Counselling and Organizational Change management (Submission of CV of Consultant for this contract) <ul style="list-style-type: none"> • < 1 year = 0 points • 1 years = 1 points • 2 Years = 3 points • 3 Years = 5 points • > 3 years < 5 years = 6 points • > 5 years < 7 years = 7 points • > 7 years < 10 years = 9 points • > 10 Years = 10 points 	10
	The consultant must indicate collaboration with an expert with a minimum of 5 years' experience in Financial Counselling/advisor, particularly in financial stress, debt management and employee financial planning (Submission of CV of an expert in financial advisor) <ul style="list-style-type: none"> • < 1 year = 0 points • 1 years = 1 points • 2 Years = 3 points • 3 Years = 5 points • > 3 years < 5 years = 6 points • > 5 years < 7 years = 7 points • > 7 years < 10 years = 9 points 	10

<ul style="list-style-type: none"> • > 10Years = 10 points 	
<p>Provide a detailed Company Profile (Attach Profile)</p> <ul style="list-style-type: none"> • A detailed company profile indicating the following: = 10 points <ul style="list-style-type: none"> ✓ Business addresses (trading, telephone numbers, contact persons and email) ✓ Demographics (number of employees) ✓ Geography (operation coverage) ✓ Physical Facilities (office space) • Company profile not clearly narrated = 5 points • No Company profile attached = 0 points 	10
<p>Attach proof of four (4) recent contract reference letters from the past five (5) years, specifically related to the facilitation of employee counselling sessions, organisational change management interventions, or transition support programs, particularly in the context of restructuring, reintegration, or organisational transformation.</p> <p>These reference letters should clearly demonstrate the consultant's experience in:</p> <ul style="list-style-type: none"> • Managing employee emotional response to change (e.g., uncertainty, fear of salary reduction, role change) • Conducting change readiness workshops and group counselling sessions • Supporting employees through organisational transitions is similar to the reintegration process. <p>Each reference must include:</p> <ul style="list-style-type: none"> • The name of the client/organisation • The scope and nature of the assignment • The duration and completion date of the project • A contact person's name, designation, email address, and telephone number <ul style="list-style-type: none"> • At most 4 references from the past five years were contactable = 10 points • At most 3 references from the past five years were contactable = 7.5 points • At most 2 references from the past five years were contactable = 5 points • At most 1 reference from the past five years was contactable = 2.5 point • No reference from the past five years was contactable = 0 points 	10
Sub Total (A)	40

B.	Approach and Methodology	
	<i>This section demonstrates an understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Highlight the problems being addressed and their importance, and explain the approach you would adopt to address them. Do also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. (Attached TORs).</i>	
	<ul style="list-style-type: none"> A detailed approach and methodology with a clear explanation = 30 points Approach and methodology lacking substantial details = 20 points Approach and methodology are not clear at all = 5 points No approach and methodology attached = 0 points 	30
	<i>This section proposes the main activities of the assignment, their content and duration, milestones, and delivery date of the final report. The proposed work plan should be consistent with the approach and methodology, showing an understanding of the TOR and the ability to translate them into a feasible working plan. (Attach plan)</i>	
	<ul style="list-style-type: none"> Clearly narrated work plan = 30 points Work plan lacks substance = 20 points Work plan not clear = 10 points No work plan attached = 0 points 	30
Sub Total (B)		60
Total points for criteria A and B:		100

The minimum technical score required to pass is Seventy (70) %. Companies with a technical score of 70% and above will then be weighed against the weighted rate of 0.7

11.3. Third Evaluation – Financial

The formula for determining financial scores will be:

$$Sf = 100 \times FM / F$$

- FM is the lowest price.
- F is the price of the proposal under consideration.
- Sf is the financial score.

The determined financial score will then be weighed against the weighted rate of 0.3.

The company that scores the highest percentage after combining the weighted technical and financial core and will be considered for an award.

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 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 *[insert no. of copies to be submitted]*.

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.

FORM F-1

BID SUBMISSION FORM

From: _____

To: _____

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

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

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last 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.

FORM F-4

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.

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