



REPUBLIC OF NAMIBIA

OFFICE OF THE PRESIDENT

MINISTRY OF GENDER EQUALITY, POVERTY ERADICATION AND SOCIAL WELFARE

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12 July 2023

REQUEST FOR PROPOSAL FOR THE PROVISION OF SHORT-TERM CONSULTANCY SERVICES TO DRAFT AMENDMENTS TO THE CHILD CARE PROTECTION ACT, 2015(ACT NO. 3 OF 2015)

PROCUREMENT NO: SC/RP/36-02/2023

Request for Proposal

LETTER OF INVITATION

Dear Sir/ Madam,

**SUBJECT: REQUEST FOR PROPOSAL FOR THE PROVISION OF SHORT-TERM
CONSULTANCY SERVICES TO DRAFT AMENDMENTS TO THE CHILD
CARE PROTECTION ACT, 2015(ACT NO. 3 OF 2015)**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under Directorate of Gender Equality, Child Care and Protection **for** the Ministry of Gender Equality, Poverty Eradication and Social Welfare, which could form the basis for future negotiations and ultimately, a contract between your institution and the Ministry of Gender Equality, Poverty Eradication and Social Welfare.

2. **The purpose of this assignment is to:**

The purpose of this technical consultancy is to review the existing provisions and draft new provisions of the Child Care and Protection Act 2015, (Act No.3 of 2015) to ensure that it is responsive and adaptive to the needs of the country and the Namibian child.

- i) Conduct a comprehensive desk review of all existing child protection laws and regulations, identify gaps, inconsistencies, and propose amendments to address these issues. The consultant will also review emerging relevant international standards and best practices in child protection and incorporate them into the proposed amendments.
- ii) Hold consultative meetings with key stakeholders (including magistrates, social workers, police officers, children's court clerks, children, parents, private social workers, the Health Professional Council, NAMAF, teachers, and doctors, and other relevant officials as well as the public) to incorporate their views in the new proposed amendments.
- iii) Present proposed amendments to the Technical Working Group chaired by the Ministry of Gender Equality, Poverty Eradication, and Social Welfare.

- iv) Draft proposed amendments and present the final draft to the Ministry for review, and endorsement.
 - v) Propose and draft new child protection areas that are currently not covered in any legislation in Namibia.
 - vi) Provide explanatory notes and power point presentation on the proposed amendments.
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 MODULE vitae [**Annexure 2**]; and
 - c) A sample format of the Service Contract under which the service will be performed [**Annexure 3**]
4. Any request for clarification should be forwarded in writing to the Ministry of Gender Equality, Poverty Eradication and Social Welfare, Juvenis Building, Independence Avenue; Ms Helena Andjamba (061) 2833173/67 Request for clarifications should be received **7 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 legislation 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 the contract for unsuccessful completion of the 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: **02 August 2023**, Juvenis Building Independence Avenue, ground floor at 12h00 am. Proposals should **not** be forwarded by electronic mail.

8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 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.

9. Rights a Public Entity

- a) Please note that the Ministry of Gender Equality, Poverty Eradication and Social Welfare is not bound to select any of the consultants submitting proposals.
- b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

10. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of **90 days**. 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 **90 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Ministry of Gender Equality, Poverty Eradication and Social Welfare 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 in **August 2023** you will be expected to take up/commence with the assignment in 7 days' time.

13. Tax Liability

Please note that the remuneration, which you receive from this contract, will be subject to Normal tax liability in Namibia; but the Ministry of Gender Equality, Poverty Eradication and Social Welfare 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 Module of performing the services.

15. Confirmation of Invitation to submit proposal

We should appreciate it if you would inform us by facsimile:

- a) Your acknowledgement of the receipt of this Letter of Invitation within 5 days and
- b) Further, indicate whether you will be submitting the proposal.

16. The Ministry of Gender Equality, Poverty Eradication and Social Welfare would like to thank you for considering this invitation for submission of proposals.

17. Eligibility criteria

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

- (a) **have a valid certified company Registration Certificate**
- (b) **Have an original valid good Standing Tax Certificate;**

OR

A valid certified copy of an original document, as certified by the Namibian Police or by the Oath of Commissioner.

- (c) **Have an original valid good Standing Social Security Certificate**

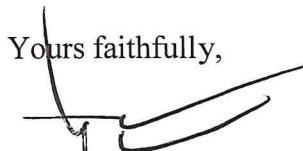
OR

A valid certified copy of an original document, as certified by the Namibian Police or by the Oath of Commissioner

- (d) **Have a 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; certified by the Namibian Police or by a Commissioners of Oath have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007**

- (e) **All pages must be initialled.**
- (h) **The bid submission form to be completed and properly signed**

Yours faithfully,



Johannes Embula

Head: PMU

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

Title	Short-term technical support to the Ministry of Gender Equality, Poverty Eradication, and Social Welfare to amend conflicting child protection legislation.
Purpose	To provide technical support to the Ministry of Gender Equality, Poverty Eradication, and Social Welfare for the reviewing and drafting of amendments to the Child Care and Protection Act, 2015 (Act No. 3 of 2015) and other related laws.
Expected fee	To be paid in three instalments
Location	Windhoek
Duration	90 days
Start date	August 2023
Reporting to	Director of Gender Equality and Child Care and Protection

1. Background

The Child Care and Protection Act 3, 2015 (Act no 3 of 2015) (short name CCPA) is Namibia's main legislation on children. It was enacted in 2015 to replace the Children's Act 33 of 1960, which was inherited from South Africa at independence. Though enacted in 2015, it only became operational in 2019 after the gazetting of its regulations.

The key objective of the Act is to give effect to the rights of children as contained in the Namibian Constitution and international agreements binding on Namibia including the African Charter on the Rights and Welfare of the Child, the Hague Convention on Protection of Children and Co-operation in Respect of Intercountry Adoption, and the United Nation Convention on the Rights of the Child.

In addition, the Act set out principles relating to the best interests of children and child participation and establishes the new age of majority at 18 years, while establishing important governing bodies for the protection of children amongst them the National Advisory Council on Children and the Children's Advocate.

The Act expands on key provisions relating to adolescents, girls, and young women (AGY) and those concerned with medical consent, the prohibition of harmful cultural practices (including child marriages), and alcohol abuse.

The Act now operational for the past four years has provided children in Namibia with protection against abuse, neglect, and exploitation. It has provided significant authority to key actors in the

child protection sectors to contribute to and improve the overall well-being of all children in the country.

The Ministry held several consultative sessions with key stakeholders to identify gaps, challenges, and opportunities and how such should be addressed through new legislative arrangements.

2. Justification

The Ministry of Gender Equality, Poverty Eradication, and Social Welfare with the support of development partners rolled out the implementation of the CCPA by training key implementers, such as social workers, clerks of the children's court, magistrates, and police officers. The objective of that exercise was to equip them with skills and knowledge to effectively implement the CCPA. During the implementation process, the Ministry and key stakeholders identified several challenges, gaps, and opportunities on how to strengthen certain provisions in the Act.

In addition, through consultation with various stakeholders, the Ministry mapped out key areas that need to be reviewed, gaps as well as others that need to be strengthened. Such as:

- 2.1. New areas: The needs of children are evolving and there are new reported forms of child abuse and exploitation that are not adequately addressed in the Act (such as online child sexual exploitation)
- 2.2. Conflicting regulations on some of the provisions in the Act with other legislations
- 2.3. The need to address socio-cultural changes which has bearing on child protection in Namibia.
- 2.4. There is also a great need to improve the overall effectiveness of the law by strengthening enforcement mechanisms.

The process to review and adapt the legislation is crucial because the law need to remain relevant and adaptive to the emerging needs of the Namibian society.

3. Purpose and objective

The purpose of this technical consultancy is to review the existing provisions and draft new provisions of the Child Care and Protection Act 2015, (Act No.3 of 2015) to ensure that it is responsive and adaptive to the needs of the country and the Namibian child.

The specific objective to be achieved include the:

- (a) Review all existing child protection provisions in various laws (including but not limited to the Marriage Act, 1965 (Act no.25 of 1961), Married Persons Equality Act, 1996 (Act no. 1 of 1966), Combating of the Immoral Practices Act, 1980 (Act no. 21 of 1980), Combating of the Domestic Violence Act, 20013 (Act no. 4 of 2003), Combating of the Rape Act, 2000 (Act no. 8 of 2000), Combating of the Trafficking in Person's Act, 2018 (Act no.1 of 2018), as well as any other relevant laws proposed through the consultation process) and identify areas that are in conflict with the Child Care and Protection Act, 2015 (Act no. 3 of 2015).

- (b) Draft new proposed amendments to the Child Care and Protection Act, 2015 (Act No. 3 of 2015), and its related regulations.
- (c) Identify and propose new child protection areas that are currently not covered in any legislation in Namibia.

4. Scope of work

To achieve the objective of this exercise, the consultant is expected to carry out the following activities:

- 4.1. Conduct a comprehensive desk review of all existing child protection laws and regulations, identify gaps and inconsistencies, and propose amendments to address these issues. The consultant will also review emerging relevant international standards and best practices in child protection and incorporate them into the proposed amendments.
- 4.2. Hold consultative meetings with key stakeholders (including magistrates, social workers, police officers, children's court clerks, children, parents, private social workers, the Health Professional Council, NAMAFA, teachers, and doctors, and other relevant officials as well as the public) to incorporate their views in the new proposed amendments.
- 4.3. Present proposed amendments to the Technical Working Group chaired by the Ministry of Gender Equality, Poverty Eradication, and Social Welfare.
- 4.4. Draft proposed amendments and present the final draft to the Ministry for review, and endorsement.
- 4.5. Propose and draft new child protection areas, that are currently not covered in any legislation in Namibia.
- 4.6. Provide explanatory notes and power point presentation on the proposed amendments.

5. Methodology

The review of the CCPA and the drafting of amendments will be done through a participatory approach to solicit inputs from key stakeholders.

This will include:

- 5.1. Desk review of all relevant laws and other materials relevant to the child protection sector.
- 5.2. Review of existing literature and data on new emerging areas relevant to child protection in Namibia for inclusion in the CCPA.
- 5.3. Conduct stakeholders' consultations with relevant stakeholders (through workshops, one on one consultations and community meetings).
- 5.4. Attend meetings with technical working groups and other stakeholders to present findings and other relevant information.
- 5.5. Incorporate inputs from key stakeholders.

The consultant will work under the supervision of the Director for Gender Equality and Child Care Services, and guidance of the technical working group.

6. Terms and conditions

The consultant should:

- 6.1. Adhere to the Terms of Reference and complete the tasks within the specified timeframe.
- 6.2. Should produce high-quality materials.
- 6.3. Participate in all required meetings, and the necessary consultative processes.
- 6.4. Consultant will use their own equipment and transport during this exercise.
- 6.5. Remuneration will be paid as stipulated in terms of references and based on the indicated deliverables.
- 6.6. Any other additional work as required throughout the process.

7. Minimum qualifications and required skills.

- 7.1. The consultant must have a least 15 years of relevant professional working experience in law, and a proven track record of drafting laws and research relating to child protection.
- 7.2. A recognized Master's degree in law is an advantage, or a first degree in law with relevant experience will be considered.
- 7.3. Proven record of previous legislations developed (samples will be required).
- 7.4. Experience in technical (legal) writing.
- 7.5. The consultant should have their own transport to carry out the assignments efficiently.
- 7.6. The ability to communicate effectively orally and in writing.
- 7.7. The consultant and his/her team/s should submit valid police clearance certificates.

8. Time Frame and deliverables

The consultancy is expected to last for 90 working days and is expected to commence in April 2023.

	Deliverables	Time frame
1.	Signed agreement with workplan	1 day
2.	A detailed research paper that synthesizes the findings of the desk review	25 days
3.	Report on the consultation processes with key	25 days

	stakeholders	
4.	1 st Draft (CCPA) Amendment Bill	10
5.	Validation meeting with key stakeholders (Management of MGEPEWS, PTF, Children, and others) – Report on the validation meeting	20
6.	Final Draft (CCPA) Amendment Bill	9

9. Payment

- 9.1. 30% of all total costs will be paid at the beginning of the contract.
- 9.2. 30% after submission of 1st Draft Bill
- 9.3. 40% upon completion of all deliverables

10. Submission

The interested consultant for this contract must submit a written expression of interest. The proposal should include a minimum of the following:

- 10.1. A cover letter which includes:
 - a detailed timetable and,
 - budget with a detailed payment structure as per the task
 - A proposed methodology that demonstrates an understanding of the scope and magnitude of the assignment.
- 10.2. Certified copies of qualifications from all staff members working on the project.
- 10.3. A portfolio of completed work.
- 10.4. A list of companies and organizations listed as references on the work done as per the bid tender, including two reference letters from former clients.
- 10.5. All relevant good standing certificates as per the Government of the Republic of Namibia, Procurement Act, 2015 (Act No. 15 of 2015).

Disclaimer:

- All products will remain the intellectual property of the Ministry of Gender, Poverty Eradication and Social Welfare (MGEPEWS).
- The Ministry reserves the right to accept or reject any submission that does not adhere to government, policies and standards.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) MODULE 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 a summary of Contract estimate
(Form F- 4)
3. The proposals shall be submitted in one original and 2 copies

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 the Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.
2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

BID SUBMISSION FORM

From: _____

To: _____

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

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

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF MODULE 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:

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

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

Cost Estimate of Services¹

Remuneration:

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

Out-of-Pocket Expenses²:

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

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

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

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

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

Annexure 3

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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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 Module 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. 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