



REPUBLIC OF NAMIBIA

OFFICE OF THE PRESIDENT

MINISTRY OF GENDER EQUALITY, POVERTY ERADICATION AND SOCIAL WELFARE

Tel: +264 61 283 3111
Fax: +264 61 283 941/240 898
E-mail: genderequality@mgecw.gov.na
Website: www.mgecw.gov.na

Private Bag 13359
Windhoek
Namibia

12 July 2023

REQUEST FOR PROPOSAL FOR THE PROVISION OF SHORT-TERM CONSULTANCY SERVICES TO DEVELOP A PACKAGE OF INFORMATION, EDUCATION AND COMMUNICATION MATERIALS ON PROVISION OF HIV TESTING, MEDICAL TESTING AND HARMFUL CULTURAL PRACTICES

PROCUREMENT NO: SC/RP/36-01/2023

Request for Proposal

LETTER OF INVITATION

Dear Sir/ Madam,

SUBJECT: PROVISION OF SHORT-TERM CONSULTANCY SERVICES TO DEVELOP A PACKAGE OF INFORMATION, EDUCATION AND COMMUNICATION MATERIALS ON PROVISION OF HIV TESTING, MEDICAL TESTING AND HARMFUL CULTURAL PRACTICES

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:**
 - a) To develop child friendly materials on the provision of the Child Care and Protection Act, 2015 (No. 3 of 2015), relating to consent to HIV testing and medical consent, harmful cultural practices and consent to marriage.
 - i) To develop a brief/concept on the communication materials
 - ii) To develop key messages on medical consent, HIV testing, harmful cultural practices and consent to child marriage.
 - iii) To develop child friendly print materials (leaflets and posters) on medical consent, HIV testing, and harmful cultural practices and consent to marriage.
 - iv) Pilot material with selected audience that will include, children and parents.
 - v) Participate in at least 4 consultative meetings with the technical working group and child participants.
 - vi) Clear messaging for the different groups with the target audience: Parents, kids, Young Adults (males and females), community leaders etc.
 - vii) A phased budget that captures the different activities and timelines and deliverables
 - viii) Print sample copies of all materials.

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 **30 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**

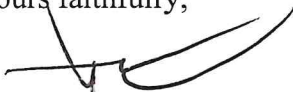
OR

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) **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 for the development of Information, Education and Communication materials on provisions of the Child Care and Protection Act relating to HIV testing, medical consent and harmful cultural practices, (Act no. 3 of 2015)

1. Summary

Title	Short term consultancy to develop Information, Education and Communication materials on provisions of the Child Care and Protection Act relating to HIV testing, medical consent and harmful cultural practices
Purpose	To develop child friendly materials on the provision of the Child Care and Protection Act, 2015 (No. 3 of 2015), relating to consent to HIV testing and medical consent, harmful cultural practices and consent to marriage.
Expected fee	To be paid in two instalments
Location	Windhoek
Duration	30 days
Start date	August 2023
Reporting to	Director of Gender Equality and Child Care and Protection

2. Background

Namibia enacted the Child Care and Protection Act, 2015 (Act No. 3 of 2015), to give effect to the rights of children as enshrined in the Namibian Constitution, international agreements binding on Namibia. The Act is a comprehensive legislation that provides protection to children and promotes their wellbeing. It is intended to ensure that children have equitable access to services and are not discriminated against because of their age, sex, and race.

The Child Care and Protection Act is a large volume of legislation and can be complex or difficult to be interpreted by a layperson. Therefore, the Ministry intends to develop child friendly materials on age of consent to medical intervention, HIV testing, harmful cultural practices and consent to marriage with the aim of increasing the knowledge base of stakeholders, this includes the public, Ministries, civil society,

parents and children below the age of 18 years. These materials aim to highlight the provisions of the Act that empowers the child to actively participate in decisions that affect their lives and promote their wellbeing.

3. Purpose of the consultancy

To develop child friendly materials on the provision of the Child Care and Protection Act, 2015 (No. 3 of 2015), relating to consent to HIV testing and medical consent, harmful cultural practices and consent to marriage.

4. Target Population:

- 4.1. Primary: The campaign aims to target teenagers aged 10-19 in all regions with a specific focus in five high burden regions – Zambezi, Kavango, Ohangwena, Omusati and Oshana.
- 4.2. Adolescent boys educating them on different life skills method that will support the efforts being implemented for girls.
- 4.3. Secondary: Parents, communities, community gate keepers, teachers and sexual partners.

5. Methodology

The consultant will work under the supervision of the Director of Gender Equality and Child Care Services, and guidance of the technical working group that will constitute of staff members from the same Directorate, the Chief Public Relations Officer, as well as child participants from the Namibian Children's Home, the Children's Federation and the Uitani Lifeline/ChildLine Radio presenters.

6. Specific tasks include the following:

- 6.1. To develop a brief/concept on the communication materials
- 6.2. To develop key messages on medical consent, HIV testing, harmful cultural practices and consent to child marriage.
- 6.3. To develop child friendly print materials (leaflets and posters) and non-print materials on medical consent, HIV testing, and harmful cultural practices and consent to marriage.
- 6.4. Pilot material with selected audience that will include, children, parents.
- 6.5. Participate in at least 4 consultative meetings with the technical working group and child participants.
- 6.6. Clear messaging for the different groups with the target audience: Parents, kids, Young Adults (males and females), community leaders etc.
- 6.7. A phased budget that captures the different activities and timelines and deliverables
- 6.8. Print sample copies of all materials.

7. Terms and conditions

The consultant should:

- 7.1. Adhere to the Terms of Reference and complete the tasks within the specified timeframe.
- 7.2. Should produce high-quality output materials.
- 7.3. Participate in all required meetings, and the necessary consultative processes.
- 7.4. Consultants will use their own equipment and facilities in the production of the material.
- 7.5. Remuneration will be paid as stipulated in terms of references and based on the indicated deliverables.
- 7.6. Any other additional work as required during the development process.

8. Minimum qualifications and required skills

- 8.1. Degree in a relevant field (Communication, Media Studies/Journalism, Digital Art, and Design) for individual biddings or other related qualifications or; at least 5 years of relevant work experience in developing communication materials
- 8.2. Experience in material production and audio/visual material for individual biddings).
- 8.3. Proven track record of relevant experience in developing publications and jingles/adverts for advertising.
- 8.4. Experience and knowledge of previously produced media awareness materials on health issues and gender (child) issues.
- 8.5. Excellent knowledge in developing materials for various audiences especially children.

5. Time Frame

The consultancy is expected to last for 30 working days and is expected to commence in August 2023.

	Deliverables	Time frame
1.	Signed agreement with workplan	1 day
2.	Inception report	2 days
3.	Concept on the communication materials produced	3 days
4.	Key messages on medical consent, HIV testing, harmful cultural practices and medical consent	10 days

5.	print and non-print (social media messages) targeting children, parents and the general public	10 days
6.	Report on the pilot testing of materials with selected audiences that will include, children, parents and members of the media.	3 day
7.	Print x15 sample materials of each message	1 day

6. Payment

6.1. 30% of all total costs will be made at the beginning of the contract.

6.2. 70% upon completion of all deliverables.

7. Submission

The interested consultant for this contract must submit a written (computer typed) expression of interest.

The proposal should include a minimum of the following:

- 7.1. A cover letter which includes:
 - a detailed timetable and,
 - budget with a detailed payment structure as per the task
 - A proposed methodology, which demonstrates an understanding of the scope and magnitude of the assignment, clearly demonstrating how the different methods of design including graphics, translations, print, digital, jingles will be incorporated.
- 7.2. Certified copies of qualifications from all staff members working on the project.
- 7.3. A portfolio of previously produced material, particularly on health or social issues
- 7.3.1. 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.
- 7.4. Submit a portfolio containing samples of previously produced materials, particularly on health and social issues.
- 7.5. All relevant good standing certificate as per the Procurement Act.

Disclaimer:

- All products are the intellectual property of the Ministry of Gender, Poverty Eradication and Social Welfare (MGEPESW) .

The Ministry reserves the right to accept or reject any materials that does not meet the required 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 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.

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

TABLE OF CONTENTS

	Page
Preamble	3
Article I Scope of Services	15
Article II Commencement of Services and Duration of Contract.....	15
Article III Duties of the Consultant.....	16
Article IV Payment for the Services	17
Article V Confidentiality and Ownership of Documents	17
Article VI Assignment and Sub-Contracting	17
Article VII Liability of the Consultant	18
Article VIII Force Majeure	18
Article IX Termination of Contract.....	19
Article X Dispute Settlement	19
Article XI Modification or Amendment	20
Article XII Effective Date.....	20
Article XIII Channel of Communications and Notices	21
Article XIV Governing Law	22
ANNEX I Terms of Reference	
ANNEX II Contract Amount and Method of Payment	

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

**ARTICLE I SCOPE
OF SERVICES**

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

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

- 2.1 The Consultant shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.
- 2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

ARTICLE III
DUTIES OF THE CONSULTANT

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