



Request for Proposal
to
Provide Change Management services in
respect of the design, development and
implementation of Performance Management
at the University of Namibia

Procurement Reference No: SC/RP/UNAM – 05/2020

University of Namibia
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Request for Proposal
LETTER OF INVITATION

Dear Prospective Bidders

Subject: Provision of Change Management services in respect of the design, development and implementation of Performance Management at the University of Namibia

1. You are hereby invited to submit technical and financial proposals for consultancy services required under University of Namibia which could form the basis for future negotiations and ultimately, a contract between you and the University of Namibia.
2. The purpose of this assignment is to:
 - (a) To fully deliver on the Terms of Reference as attached;
 - (b) Devise mechanisms and programs to help UNAM staff adjust to new ways of doing things and adopt a performance management culture.
 - (c) Coach/train UNAM Staff to adopt change management approaches in their respective units.
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 the UNAM: **Mr. Fanuel Hiiko, Assistant Director – Strategy Planning and Coordination at fhiiko@unam.na University of Namibia, +264 61 206 4363.** Request for clarifications should be received 14 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:

31 August 2020, 10h00 at 340 Mandume Ndemufayo Avenue, Pionierpark, UNAM Main Campus, Admin Building, 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 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 University of Namibia 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 12 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 90 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The University of Namibia 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 *18 September 2020*, you will be expected to take up/commence with the assignment in *8 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 University of Namibia 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 a 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. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us by email at tkatondoka@unam.na:

- (a) your acknowledgment of the receipt of this Letter of Invitation within *5 days*; and
- (b) further indicate whether or not you will be submitting the proposal.

16. The University of Namibia would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Procurement Management Unit

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

Annexure – 1

TERMS OF REFERENCE

For

Performance Management System Change Management Consultant

I Background

Modern management practice requires effective tools for managing and tracking institutional performance. As learning organisation, UNAM require timely information to understand its constituent parts i.e. students, faculty and staff, network members, public and private regulators. Data collected shall provide relevant information to support the strategic direction of the institution. Against the backdrop of myriad of challenges of declining Government funding, increased student numbers, limited physical and IT infrastructure (resources) UNAM requires modern management approach towards transforming from a teaching and research University, into a research and development, innovation and commercialization-intensive university. The critical point in modern management is the ability to secure knowledge of what value each activity is creating, and how that value is linked to creating outcomes that drive the mission towards achieving the corporate (institutional) vision. This knowledge shall be brought about through a fully-fledged integrated performance management system (PMS) in place. It is against this background that the UNAM Council directed a full roll out of PMS in the Institution.

II Assignment and Objectives

To realise effective implementation of PMS Council further directed to assign performance management to a project setting to be led by a Project Manager, supported by the Change Management Consultant. To ensure that performance management is effectively implemented across all structure in UNAM, there is a need for proper alignment and to gradually change the attitude and minds of the UNAM staff. The Change Management Consultant is to devise

mechanisms and programs to help staff adjust to new ways of doing things and adopt a performance culture.

A Change Management Consultant will play a key role in ensuring the successful introduction of Performance Management in UNAM by increasing employee adoption and usage. The change management consultant will focus on the people side of change, including suggesting changes to business processes, systems and technology, job roles and organization structures to allow for a smooth introduction and implementation of Performance Management in the Institution.

The primary responsibility will be creating and implementing change management strategies and plans that maximize UNAM Staff adoption of performance management and minimize resistance. The change management consultant will work to drive faster adoption, higher ultimate utilization of and proficiency with the changes to be brought by performance management.

The Change Management Consultant will act as a coach for executives and senior management in helping them fulfil their role of change sponsors in their respective units. The Change Management Consultant will also support project teams i.e. Performance Management System Steering Committee (PMSSC) and Performance Management System Technical Committee (PMSTC) in ensuring the integration of change management activities into the overall UNAM PMS Implementation plan.

The total objective of a project set up and involvement of the Change Management Consultant is to ensure success in the rollout of PMS. The internal procedural reporting requirement shall be adhered, in which case the Change Management Consultant shall report to the Project Manager (Assistant Director: Strategy Planning and Coordination) who in turn reports to the PMS Steering Committee. The PMS Project Structure is annexed to this TOR.

III Key Responsibilities

- Develop a work plan to facilitate the implementation of organizational change initiatives pertaining to the introduction of Performance Management in UNAM;

- Set clear and measurable objectives of organizational change initiatives/actions with milestones and check their progress on a continuous basis through self-assessment;
- Create actionable deliverables for the five change management levers: communications plan, sponsor roadmap, coaching plan, training plan, resistance management plan;
- Carry out an organisational readiness assessment for the introduction and roll out of performance management at the University of Namibia;
- Recommend changes (if any/ as informed by the readiness assessment) to business processes, systems, templates (Performance Agreements, Job Descriptions) and technology, job roles and organization structures necessary to allow for a smooth introduction and implementation of the UNAM Performance Management;
- Coach/train UNAM staff on change management techniques and approaches;
- With the support of the project teams/committees, organize and partake in platforms created to engage staff on the introduction of PMS in UNAM;
- Manage stakeholders; and,
- Perform other related duties as assigned

V Deliverables

The change management consultant shall produce the following deliverables:

- To fully deliver on the Terms of Reference by 30 October 2021;
- Draft an **Inception Report** which should include the understanding of the assignment, detailed **work schedule/plan**, and an **organisational readiness assessment** – by 30 October 2020;
- **PMS Workshop** with new VCMC by 15 October 2020;
- As informed by the Work Schedule/Plan - Draft a **Communication/Engagement plan, Coaching and Training plan, and Resistance Management plan** by 16 November 2020;
- Final **Consultancy Report** by 15 December 2021

Note: the Work Schedule/plan, Communication/Engagement plan, Coaching & Training plan to specify milestones for the period between 16 November 2020 and 30 October 2021.

IV Requirements

Experience and Skills

- Proven working experience as a Change Management Consultant pertaining to the introduction of Performance Management in a multi-campus Institution of Higher Learning set up;
- Must be able to portray a solid understanding of how people go through a change and the change process
- Have experience in developing and implementing a change management program(s).
- Exceptional communication skills, both written and verbal
- Excellent active listening skills
- Ability to clearly articulate messages to a variety of audiences
- Ability to establish and maintain strong relationships
- Ability to influence others and move toward a common vision or goal
- Flexible and adaptable; able to work in ambiguous situations

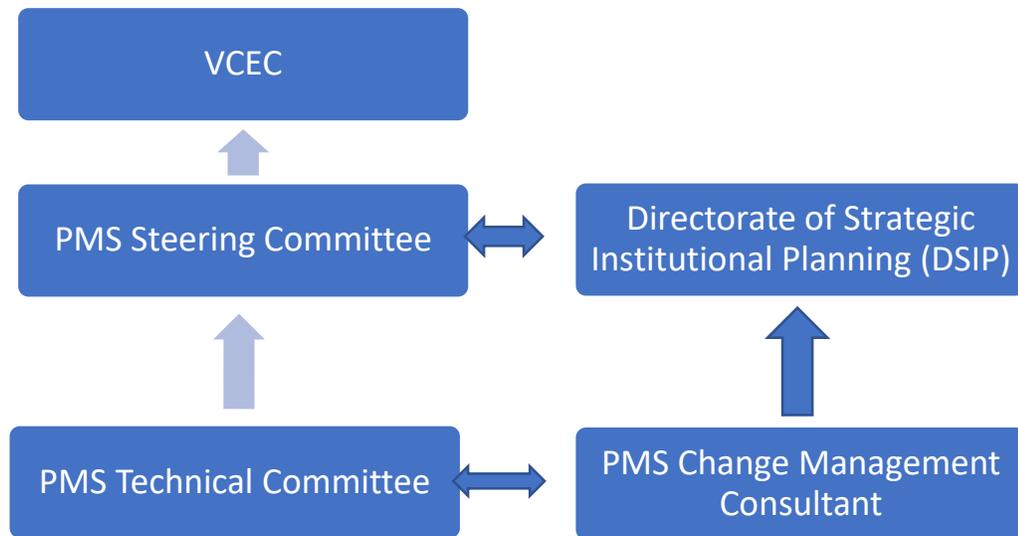
Minimum Qualifications

- Relevant master's degree in Change Management, Business Administration, Management, Organizational Development, Economics, or relevant fields at NQF level 9.

V Place and Timeframe of the Assignment

The Change Management Consultant is to be stationed as agreed from time-to time. The services of the Change Management Consultant will be required for a period of twelve (12) months starting the 1st of October 2020. The assignment will take place across all campuses of the Institution.

Annex 1: UNAM PMS Project Structure



The *UNAM PMS Project Structure* consists of a two-level reporting structure where VCEC is the highest decision-making structure concerning the implementation of the PMS in the University. The *VCEC* is to receive regular updates from the *Performance Management System Steering Committee* (PMSSC) on the execution of the PMS roll out for onward reporting to the UNAM Council. The PMSSC is to monitor the implementation of the project and not be focused on daily activities. It is to provide oversight and give direction where needed. The Director responsible for Strategic Institutional Planning at UNAM is the chair of the PMSSC and furthermore, the Performance Management System project is placed and operated under the said Directorate hence the relation between the two is represented by a bi-directional arrow.

The *Directorate of Strategic Institutional Planning (DSIP)* is responsible for facilitating and overseeing the implementation and ongoing enhancement of PMS in the University. Furthermore, the Directorate is also responsible for the front end of the UNAM Performance Management System process which consists of the formulation of the corporate strategy and cascading it down to Divisions, Academic Centres, Campuses, Faculties, Schools, Administrative Directorates and

eventually to individuals in the form of division business plans, management plans and performance agreements respectively. The Directorate is to capture data, do analysis and monitor all strategy implementation processes including data gathering on personal scorecards/or PAs, and how they relate to goal achievements. SIP should ensure that technology, where applicable, is properly used for measurement, evaluation and reporting. The Human Capital Directorate also has a responsibility in the Performance Management System process of ensuring that the PM policy is in harmony with all related or relevant HC policies. HC is also responsible for the back end of the UNAM Performance Management System process which consists of the alignment of job descriptions to enable the achievement of strategic objectives, development of personal development plans, documenting performance appraisals/reviews and decisions for recognition. The Directorate is responsible for HC processes and systems critical for the successful implementation of the UNAM PMS which includes human resource plans, job profiles, competency profiles, job grading and evaluation, and organisational development.

The ***PMS Technical Committee*** (PMSTC) is responsible for the day-to-day activities of the project and is chaired by the Project Manager (Assistant Director, Strategic Planning and Coordination) who is also a staff member under DSIP. The PMSTC shall report to the PMSSC on a regular basis or as and when required and together with ***PMS Change Management Consultant*** will be the official interlocutors for full roll out of the Integrated Performance Management System (PMS) in UNAM. This is to ensure that the Change Management Consultant successfully imparts knowledge and skills to the members of the project teams. The Change Management Consultant is to work closely with the PMSTC (represented by the bi-directional arrow) and report to the Project Manager who doubles up as the Assistant Director under DSIP (represented by the arrow from the Consultant to the Directorate in the diagram).

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

- 1 Complete your response as follows:
 - (i) Complete the Bid Declaration
 - (ii) Complete the Bid submission Form.
 - (iii) Eligibility criteria –

The following mandatory documents shall be required:

- have a valid certified copy of company registration certificate; in which interior/exterior design is listed as a business area
- original or Certified copy of good standing tax certificate;
- an original or Certified copy of good standing social security certificate;
- a valid certified copy of Affirmative Action Compliance Certificate or in absence, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of section 42 of the Affirmative Action Act, 1998.

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Consultant (Form F-3).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-4).
- (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- 5)
3. The proposals shall be submitted in one original and **one copy**.

Contract Negotiations

1. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.
2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

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

BID SECURING DECLARATION

(Section 45 of Act)
(Regulation 37(1)(b) an 37(5))

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

Procurement Ref No.:

To: [Insert complete name of Public Entity and address].....

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:

[insert signature of person whose name and capacity are shown]

Capacity of:

[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:

[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____

[insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

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: _____

**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 |
|--------------|---------------------------|------------------------|-----------------------------------|------------------------|-----------------------------|---------------------------|--|
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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]

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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