



**Request for Proposal  
for  
the Provision of *Consultancy Services for  
Enterprise Resource Planning (ERP)  
System Services***

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**Procurement No: SC/RP/NAC-19/2020**

**NAMIBIA AIRPORTS COMPANY**

PO Box 23061

Windhoek

Tel: 061 - 295 5000

Fax: 061- 295 5022

E-mail: [tender@airports.com.na](mailto:tender@airports.com.na)

# Request for Proposal

## LETTER OF INVITATION

Dear Sir,

**Subject:** Consultancy Services for Enterprise Resource Planning (ERP) System Services

1. You are hereby invited to submit technical and financial proposals for consultancy services required under Consultancy Services for Enterprise Resource Planning (ERP) System Services for the Namibia Airports Company which could form the basis for future negotiations and ultimately, a contract between you and the Namibia Airports Company.
2. The purpose of this assignment is to:
  - a. Business systems requirements definition that will leverage information by maximizing efficient and effective utilization of available information resources so as to improve the decision-making process.
  - b. To determine the next course of action for the ERP system that seamlessly integrates information across all organization's business processes.
  - c. To maintain the ERP system to be able to protect the investment whilst making it possible for reports to be published using the system.
  - d. Assist with the ERP system by providing Contract Administration, Supervision and Project Management Services
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 Public Entity [tender@airports.com.na](mailto:tender@airports.com.na) or [shivutetbj@airports.com.na](mailto:shivutetbj@airports.com.na) via email communication, or +264 61 295 5008 For attention Mr. John Shivute: Procurement Manager. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals on the 19 October 2020
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](http://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.
- (d) Further, to be eligible in this process the bidders should:
  - (i) Have a valid company Registration Certificate;
  - (ii) Have an original valid good Standing Tax Certificate;
  - (iii) Have an original valid good Standing Social Security Certificate;
  - (iv) Have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
  - (v) Complete forms to be attached with the bid documents as listed in terms of reference Annexure 2.
- (e) The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract.

## **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". 4 copies of each proposal shall be submitted.

The proposals must be deposited into the bid box on or before:

Namibia Airports Company (NAC) LTD  
5th Floor, Sanlam Centre  
145 Independence Avenue  
Windhoek  
Closing: 30 October 2020 at 11H00 Local time.

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 percent for Technical Proposals and 30 percent for Financial proposals. Proposals from consultants should score at least 70 percent and above for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 percent or above 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 Namibia Airports Company 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 twelve (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 *180 days* from the deadline for submission of proposals during which period you will maintain without change,

your proposed price. The *Namibia Airports Company* 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 October 2020, you will be expected to take up/commence with the assignment in two (2) weeks' time.

## **13. Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the Namibia Airports Company shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

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

## **14. Insurance**

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

## **15. Conformation of Invitation to submit proposal**

We should appreciate if you would inform us by facsimile:

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

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

Yours faithfully,

Mr. John Shivute  
Secretary to the Procurement Committee  
*Namibia Airports Company*  
[tender@airports.com.na](mailto:tender@airports.com.na) or [shivutetbj@airports.com.na](mailto:shivutetbj@airports.com.na)  
Tel: +264 61 295 5008

### **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

#### Part 1. Background

The Namibia Airports Company (NAC) Limited was established in terms of the Airports Company Act 25 of 1998. The NAC is a state-owned entity/enterprise and its portfolio ministry is the Ministry of Works and Transport.

NAC, the gateway to Namibia, commenced operations on 05 February 1999 and have went on to pride itself on providing unprecedented safety and security at all its airports. Since its existence, NAC has made remarkable strides in airport development and management.

The NAC develop, manage and operate eight (8) airports:

- Hosea Kutako International Airport
- Eros Airport
- Walvis Bay International Airport
- Ondangwa Airport
- Katima Mulilo Airport
- Keetmanshoop Airport
- Luderitz Airport
- Rundu Airport

Key to the NAC Enablers Strategy is the availability of Information Technology system and infrastructure at facilities of the organisation including all airports. The IT department is served by a compliment of three (3) team members which includes the Strategic Executive. A number of strategic initiatives have been started in the department whilst the day to day operations also requires ongoing support and maintenance.

The following projects are currently in flight;

- In the financial year commencing 1 April 2016, NAC went live with the Oracle eBusiness Suite, an integrated ERP system, which had been under development and implementation for nearly two years. The system requires a review and planning for improvement to ensure that the desired value is derived from the implemented system. A number of high-risk issues remains to be resolved urgently:
  - System functionality review and planning for upgrades and sustainable support mechanism.
  - System technology review and planning the most cost-effective architecture roadmap.

- System administrative review for compliance on licensing and implementation of a cost-effective licensing regime.
- Review of Business Processes
- The COVID-19 pandemic highlighted the need to review technology strategies of all airports to implement robust systems that meet the requirements of safety and health requirements in terms of social distancing and “touch-less” customer experience.

NAC is seeking to modernize its Information Communication Technology (ICT) systems while reducing cost of operations by automating its business. This is to enable the company to connect its business activities across departments so that everyone is working with the same information and processes. The integrated system implementation envisages streamlining and improves the efficiency of operations as it saves time and money by standardizing and automating many business processes while eliminating manual time and effort.

## **Purpose**

The purpose of this request is to engage a trusted and reputable Namibian service provider to assist in this journey of improving the overall efficiency and sustainability of the current ERP system within NAC. Such an independent service provider will bring with it a fresh perspective; enable skills transfer; assist with the assessment of the ERP system and by providing Supervision, Contract Administration and Project Management Services, as well as to address the findings of the assessment of the current state of the ERP system.

The objectives of the project include:

- a. Business systems requirements definition that will leverage information by maximizing efficient and effective utilization of available information resources so as to improve the decision-making process.
- b. To determine the next course of action of the ERP system that seamlessly integrates information across all organization’s business processes.
- c. To maintain the ERP system to be able to protect the investment whilst making it possible for reports to be published using the system.

## **Part 2. The Services**

A summary description of the envisaged scope is enumerated as under. However, NAC reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

The consultancy entails performing a review and assistance with implementation of remedial actions of the following functions within IT;

- Review of the current status of the ERP system, as well as development of an improvement plan for the areas of weaknesses identified. Further, the assignment will assess whether the system adequately provides robust application and general

IT controls as well as adequately addressing management's decision-making needs. The consultant will also be expected to provide recommendations on how NAC can improve the system, whether in terms of improvements on the existing system or potential investments in a new ERP system. Further duties would be to provide Contract Administration, Supervision and Project Management services with the Service Provider as provided by the recommendations identified as part of the auditing exercise.

- Review of the current business processes as implemented in the ERP system; the exercise should produce the required business processes. The consultants together with the different respective business units review and where necessary amend the business processes to increase the efficiency and productivity of the organisation.

## **Scope of Service**

The scope of the assignment is to assist and guide NAC in business systems requirement definition and determine the way forward with the Enterprise Resource Planning (ERP) System so that the solution conforms to best Industry practice. The ERP System should be able to meet all of NAC's Business Information requirements while ensuring that there is proper alignment of the organization's Business processes and Information system needs.

The specific responsibilities of the Consultant will be as follows:

- i. Analyse current systems currently installed and recommend on the most suitable deployment plan or strategy or complete removal of the same.
- ii. Review, and assess all relevant Business workflow processes and suitability of the same, Identify and Re-engineer all relevant Business processes to suit the environment created by the introduction of the new Business systems.
- iii. Compare existing Business practices with Industry Best practices and identify new methods that would enhance the Business processes and result in viability and relevance of the Information Systems with the view of achieving measurable improvements in business process efficiency and increased productivity, based on Industry Best practices in the aviation industry. Thus the consultant will engage all the respective departments for process conceptualization.
- iv. Document the adopted Business workflow processes/standards
- v. Recommend and guide the best economically viable Integration approach of the New with the old Information systems where applicable.

### **The consultant is therefore expected to:**

1. Develop/review business processes. The Identification, reviewing, mapping and reengineering of existing process mapping will include the following:
  - a. Thorough as-is analysis. In cooperation with process owners Assist NAC with identifying, reviewing, mapping and documenting the enterprise existing (as-is) end to end business processes and provide comparative analysis of business processes, Identify shortcomings, constraints to operational efficiency and bottlenecks in each process;
  - b. Thorough to-be analysis. Assist NAC with reengineering "as-is" business processes into "to be" business processes. Based on the review of business processes in different departments and functional areas, design result oriented end-to-end business processes and provide detail recommendations on business practices improvements with focus on improved effectiveness, increased sales, greater efficiency and measurable reduction in operational cost, improving performance through KPI's; Provide recommendation on adjustments of organizational structures, division of roles and responsibilities and Job descriptions. (Proper segregation of duties);
  - c. Identify repetitive business processes which can be automated;

2. Gap analysis report. Assess the operation and effectiveness of the current ERP system to support business processes:
  - a. Document the currently existing business processes in close collaboration with business process owners;
  - b. Highlight and identify key operational gaps in the functionality as per the current ERP system;
  - c. Provide a gap analysis report of factual finding outlining the gaps in the ERP system;
  - d. Conduct staff skills gap assessment.
3. Change Management support. Assist NAC staff in the change management process within the organisation. Consultant is expected to design a viable and detailed change management strategy and execute the same, with the assistance of NAC personnel, in a manner that facilitates the benefits from the Business Process Re-engineering (BPR) to get embedded in the system.
4. Assess project risks particularly with respect to the implementation of internal controls;
5. Updating of existing documentation as identified during the process;
6. Review of project documentation and procedures;
7. Review application controls for the ERP system and establish whether these have been designed and implemented appropriately;
8. Establish whether the hardware and software support the full implementation of the system;
9. Assess whether NAC's operational and strategic objectives as well as management decision making needs are supported by the ERP system;
10. Provide Documentation, Supervision, Contract Administration and Project Management Services
  - a. Preparation of the Terms of Reference, tender documents and draft contract including designs and specifications for the supply, installation, training and commissioning of the Integrated Business Information Systems and also coming up with detailed business requirements definition documents for the different departments and sections.
  - b. Assists in responding to queries during the tendering process.
  - c. Assists in the evaluation and production of an evaluation report with a recommendation of the most technically responsive and economical vendor.
  - d. Assist NAC during the contract negotiations and taking of minutes of the meeting.
  - e. Review and recommend for approval of the accepted vendor's detailed designs prior to shipment of equipment by the vendor.

- f. Contract management and supervision during the implementation of the identified course of action for the Business Information systems.
- g. Quality Assurance of the project.
- h. Coming up with a rollout plan after a thorough review of the Company's workflow processes and systems currently in use.
- i. Recommending the structure and composition of the Internal Project Team together with team member roles and responsibilities.
- j. Provide a detailed Description of Approach, Methodology and Work Plan for Performing the Assignment.
- k. Holding Monthly review meetings with the Project team and the Project steering committee.
- l. Review Training programs recommended by vendors and recommend the most suitable ones for NAC.
- m. Prepare a post implementation framework, highlighting issues which needed to be considered and looked out for in vendor post implementation agreements.

**The project will be executed as outlined below;**

Phase I: Employment of the Project Manager

- Employment of Project Management Consulting firm.

Phase II: System Audit and Business Information Systems requirements definition

- Inspection and analysis of the current ICT systems deployed within NAC.

Phase III: Acquisition and Implementation

- Acquisition/Upgrade of the ERP system.
- Deployment.
- Training (End user training and ICT System Administration training).

Phase IV: After Sales Support by the Vendor

- Support for the system after deployment to cater for faults, patches and licensing of the software.

**Engagement Criteria**

Functional Competencies:

1. Strong IT and information Systems audit Background;
2. Excellent organizational skills;
3. Proven experience in reviewing or implementation of Oracle ERP (or similar) systems;
4. Proven experience in Project Management in the Implementation or Upgrading of ERP systems,
5. Understanding of NAC (or Public Sector) business and the environment;
6. Knowledge of aviation terms, language and style;
7. Demonstrated ability to meet deadlines and work under pressure.

## CURRENT INFORMATION OF THE ERP SYSTEM AT NAC

Namibia Airports Company (NAC) implemented an Enterprise Resource Planning (ERP) system during the period 2013-2016. The ERP system known as the Oracle eBusiness Suite (EBS) was implemented and the current EBS version is 12.1.3.

The Table Below indicates the different modules in use at the NAC

Module In Usage Information based on Data Volume	
Application Name	In Use
Advanced Benefits	YES
Assets	YES
Cash Management	YES
General Ledger	YES
Human Resources	YES
Inventory	YES
Payables	YES
Payroll	YES
Performance Management	YES
Property Manager	YES
Purchasing	YES
Receivables	YES

A detailed overview will be developed when the consultant comes onsite.

### Behavioural Competencies:

1. Ability to be flexible and respond to changes as part of the review and feedback process;
2. Strong interpersonal skills, able to communicate and work with diverse people;
3. Participate effectively in team-based, information-sharing environment, collaborating and cooperating with others;
4. Focus on impact and results for the client.
5. Ability to identify innovative solutions.

### **Part 3. Facilities to be provided by the Public Entity**

NAC will provide access to all information required as well as controlled access to the facilities should the need arise. The exact details to be agreed upon during the project initiation phase.

### **Part 4. Contract duration and fees**

#### **a) Duration of initial contract**

It is expected that the service consultant would be retained for a period of one year with actual services being delivered on a basis of ten (10) days per month.

#### **b) Payment**

Payment will be done within 30 days of receipt of invoices by NAC, Invoices should be sent monthly based on respective deliverables agreed on with the client.

### **Part 5. Deliverables**

The consultancy should result in the following outcomes;

#### **Reports**

- An appreciation of the current systems
- Consolidated User requirements.
- Architecture, hierarchy and processes for the agreed Integrated Business Information Systems.
- Recommendations and guidelines for implementing the re-engineering or change management processes required in the company arising from the agreed Integrated Business Information Systems to be implemented.

#### **TOR and Tender Documents for ERP Systems Acquisition/Upgrade**

- Draft TORs and Tender document for systems acquisition/upgrade including designs and specifications for the supply, installation, training and commissioning of the Integrated Business Information Systems
- Final Terms of Reference documentation and tender document
- Evaluation Report for submitted bids - This will be done by both NAC and the Project Management Consultancy Firm

- Assist the NAC with contract negotiations with the recommended implementation partner

### **Implementation**

- Prepare acceptance reports for the different modules during implementation. The reports shall cover among others, functionalities, the system processes, hierarchy, architecture, reports generation, security features, etc.
- Monthly reports covering the progress of the project including the schedule, constraints and recommended remedies, etc.
- Final Completion Report

### **Desired Qualifications**

#### **Experience**

The company should be an ICT consulting firm with specific experience in ERP project deployments and implementation preferably in multinational institutions. The firm should have at least ten (5) years' experience in managing ERP project deployments and implementation with at least one (1) project having been successfully completed in the last 5 years. Include at least one (1) contactable Client reference (s) in the last three (3) years clearly noting the contact persons, phone numbers, start and end date of the project (s) and value of the project(s) managed.

#### **Professional staff qualifications and competence for the assignment:**

##### **Lead Consultant**

This role requires an individual with strong management and communication skills who understands the operation and objectives of the business software implementation with at least 2 (two) ERP software implementations in the last 10 years. He should be a holder of an Advanced Degree preferably in Information Systems/Business Administration or Leadership. Project Management Certifications (Project Management Professional (PMP) or PRINCE2 Certification or Equivalent) will be an added advantage. Demonstrable Knowledge of the Systems Development Life Cycle, Object Oriented Database Management Concepts and Development.

##### **Information Systems Expert**

This role requires an individual with strong system analysis background coupled with programming skills, methodical studies, and evaluation of various aspects related to business and good interpersonal skills in order to identify the desired objectives and work out procedures to attain them.

The person should be a first-degree holder with at least five (5) years demonstrable experience in the Systems Development Life Cycle, Object Oriented Database Management Concepts and Development, Business Software systems analysis. The Information Systems Expert should have a programming Certification.

##### **Business Management /Reengineering Expert**

He/she must have at least five (5) years in a Consultancy or in a large organization in Business process reengineering as a result of implementation of projects of this nature. He or she must also be holder of an advanced degree in Business Management and relevant professional membership / accreditations.

Additional expertise that shall have smaller but essential inputs may include, but may not be limited to;

- ICT Infrastructure Expert (With strong Emphasis on Networking and Hardware and Storage Solutions)
- ICT Security expert
- Change management Expert



	acquisition/upgrade or implementation of an ERP system	
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**SUPPLEMENTARY INFORMATION FOR CONSULTANTS**

**Proposals**

1. Proposals should include the following information:

**Please take note that all eligible documents that are copies should be certified by the Namibian Police**

(a) As required in terms of section 50 (1) of the Public Procurement Act, 2015

- i) Company Registration Documents
- ii) A valid Good Standing with the Receiver of Revenue;
- iii) A valid Good Standing with Social Security Commission;
- iv) A valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of section 42 of the Affirmative Action Act, 1998
- v) have a certificate indicating SME Status (for Bids reserved for SMEs);

(a) Technical Proposals

- (i) Curriculum Vitae of Consultant (Form F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).
- (vi) A Presentation to made on how the Consultant intent on executing this assignment/project

**(a) Financial Proposals**

- (i) To be provided for Contract Administration, Supervision and Project Management of the ERP system.
- (ii) Cost must be provided over a time period of twelve (12) months

2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4 A). Detailed Itemized Bills of Quantities must be provided for completeness of Financial Proposals.

3. The proposals shall be submitted in one original and *[three (3) copies to be submitted]*.

## **Contract Negotiations**

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

## **Review of reports**

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

**BID SUBMISSION FORM**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

**Hiring of Consultancy Services for Consultancy Services for Enterprise Resource Planning (ERP) System Services**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Consultant for the *Namibia Airports Company*.

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

Yours faithfully

Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

**FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT**

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers' references, where appropriate. Use about two pages.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing ]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

**Date: Day/Month/Year**

***[Signature of Consultant]***

**Full name of Consultant:** \_\_\_\_\_

**FORM F-3**

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING  
LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature:

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

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

**Cost Estimate of Services<sup>1</sup> for Enterprise Resource Planning (ERP) system services**

**Remuneration:**

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

**Out-of-Pocket Expenses<sup>2</sup> :**

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

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

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

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

<sup>4</sup> 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**

*NAMIBIA AIRPORTS COMPANY*

**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