



Request for Proposal  
for  
the provision of *Emergency Care Practitioner  
(ECP) – Basic recurrent training*

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**Procurement No: SC/RP/NAC-04/2021**

**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: Request for proposals Emergency Care Practitioner (ECP) – Basic recurrent training**

1. You are hereby invited to submit technical and financial proposals for consultancy services to perform the above-mentioned services for the Namibia Airports Company Limited.
2. The purpose of this assignment is to:
  - solicit proposals from Emergency Medical Training (Consultants) Institutions, registered with the HPCNA and who possesses the necessary experience and expertise to provide the latter recurrent training.
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:

Johannes Shivute at [ShivuteTBJ@airports.com.na](mailto:ShivuteTBJ@airports.com.na) or [tender@airports.com.na](mailto:tender@airports.com.na) 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](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.

## 7. **Submission of Proposals**

The proposals from the consultants shall be submitted in TWO envelopes, namely Technical proposal, and Financial Proposal. 3 copies of each proposal shall be submitted.

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

Closing date: 09 April 2021 at 11H00 am, 145 Independence Avenue, Sanlam Building, 5<sup>th</sup> Floor, Windhoek, Namibia.

Opening will be done internally. Opening summary will be available to any bidder on request within three working days of opening.

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 breakdown and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

## 9. **Rights as a Public Entity**

- (a) Please note that NAC 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. NAC 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 5 working days, you will be expected to take up/commence with the assignment in two 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 NAC 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. **Confirmation of Invitation to Submit Proposal**

We should appreciate if you would inform us by email or facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation within 1 day, and

(b) further indicate whether or not you will be submitting the proposal.

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

Yours faithfully,

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**Johannes Shivute**  
**Secretary to the Procurement Committee**

**Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

**TERMS OF REFERENCE**



**TERMS OF REFERENCE (TOR)**

**EMERGENCY CARE PRACTITIONER (ECP) - BASIC**

**RECURRENT TRAINING**

**FOR**

**NAMIBIA AIRPORTS COMPANY (NAC) LIMITED**

**March 2021**

## **1. BACKGROUND**

- 1.1 The Namibia Airports Company (NAC) Limited is entrusted with the development, management, and operation of State-owned airports under its custodianship in accordance with the Namibia Airports Company (NAC) Limited Act, Act No, 25 of 1998, Namibia Civil Aviation Regulations (NAMCARs) Part 139. and the International Civil Aviation Organisation (ICAO), Standards and Recommended Practices (SARPs).
- 1.2 An Emergency Care Practitioner - (ECP) Basic training intervention could be defined as an advanced medical training intervention from the ordinary first-aid level which includes but not limited to an emergency assessment on a patient's condition and to maintain the most needed (critical) interventions such as stabilising the patent airway with adequate breathing and cardiovascular circulation until placed into the care of advanced medical professionals.
- 1.3 It most importantly forms part of the mandatory compliance training interventions (package) required by the NAMCARs Part 139 for the certification of our Airport Rescue and Firefighting (ARFF) personnel on duty at any given time. The latter training is only offered by Emergency Medical Training institutions, registered with the Health Professions Council of Namibia (HPCNA).
- 1.4 Upon successful completion of this training, a certificate is issued, valid for two (2) years subject to a renewal process of five (5) consecutive days through the HPCNA. To keep abreast with the rapid changing medical protocols and the levels of competencies required by the HPCNA.

## **2. OBJECTIVES**

- 2.1 The objective of this ToR is to solicit proposals from Emergency Medical Training (Consultants) Institutions, registered with the HPCNA and who possesses the necessary experience and expertise to provide the latter recurrent training.
- 2.2 The capabilities of the latter Consultant (Institution) must include the provision of ECP - Basic recurrent training for our ARFF personnel at NAC owned airports namely, Hosea Kutako International, Walvis Bay, Eros, Ondangwa, Luderitz, Rundu and Katima Mulilo Airports.

2.3 To gain the recertification (validation) of the latter training and to consequently compliment the NAMCARs Part 139 requirements of which is currently an NCAA audit finding.

### 3. SCOPE OF SERVICES

3.1 The Consultant (Institution) shall be responsible for providing the latter ECP - Basic recurrent training at the mentioned airports, Monday to Friday 08:00 am to 17:00 pm, eight (8) hours a day. To constitute a class grouping (setting), considering the COVID 19 Pandemic restrictions.

3.2 Number of trainees per airport

<b>Airport</b>	<b>No of ARFF Personnel to be trained</b>
Hosea Kutako International Airport	49
Andimba Toivo Ya Toivo Airport	17
Eros Airport	16
Walvis Bay International Airport	13
Katima Mulilo Airport	5
Rundu Airport	4
Luderitz Airport	4
<b>TOTAL</b>	<b>108</b>

3.3 The training shall strictly meet the requirements as set out by the HPCNA but not limited to:

Module: 1 (Preparatory) –

- Topics covered in this module are EMS systems,
- The role of the ECP - Basic and the safety and wellbeing of the ECP - Basic, legal, and ethical issues, basic anatomy and psychology, techniques if lifting and moving patients.

Module: 2 (Airway Management) -

- Topics covered in this module are airway, anatomy, airway management techniques, oxygen, oxygen equipment.

Module: 3 (Patient Assessment) –

- Topics covered in this module are assessment of the medical and trauma patients, vital signs assessment, taking a patient's history, documentation, and communication.

Module: 4 (Medical Emergencies) –

- Topics covered in this module are pharmacology, respiratory, cardiac, and diabetic, allergy and poisoning and overdose, environmental behavioural, obstetrical/gynaecological emergencies, geriatric emergencies.

Module: 5 (Trauma Emergencies) –



-Topics covered in this module are bleeding and shock, soft tissue and musculoskeletal injuries, injuries to the head, neck, spine, chest, and abdomen.

Module: 6 (Infants and Children) –

-Topics covered in this module are physical and psychological differences between adult and paediatric patients, paediatric medical and medical trauma patients.

Module: 7 (Operations) -

-Topics covered in this module are ambulance operations, rescue and extrication, multiple patient situations, hazardous materials situations.

#### **4. QUALIFICATIONS OF CONSULTANT (INSTITUTION)**

The successful Consultant (Institution) must possess the following minimum qualifications, experience, and expertise:

- 4.1 The Consultant (Institution) must be duly registered with the HPCNA,
- 4.2 Such registration with the HPCNA must be current (valid) and in good standing,
- 4.3 The Consultant (Institution) shall provide sufficiently trained, experienced, HPCNA registered personnel to maintain, operate and administer the ECP -Basic recurrent training,
- 4.4 The Consultant (Institution), to submit a complete profile, with documentary evidence of similar successful projects conducted, with at least two (2) reference letters from different clients,
- 4.5 At least five (5) years of professional experience and expertise with similar services,
- 4.6 An appropriate residential confirmation (address) or proof of being a registered Emergency Medical Training Institution,
- 4.7 A structure detailing the composition of the Team Leader (Consultant) and the roles to be performed by each of the other instructors, with fully fledged Curriculum Vitae's (CV),
- 4.8 The latter training must address the most current legal ECP - Basic syllabus, program, and operational requirements.

## **5. REFERENCES OF CONSULTANT (INSTITUTION)**

- 5.1 The NAC Evaluation Team shall without any notice contact any of the referenced clients of the Consultant (Institution) depicted in the reference list and use such information in the evaluation process.
- 5.2 Additionally, the NAC may also wish to visit the Training Facility of the Consultant (Institution) for sake of affirmation.
- 5.3 The Evaluation Team may telephonically contact the HPCNA to clarify uncertainties or eliminate confusion concerning the contents of its proposal. This proposal may not be modified because of any such clarification request.

## **6. DURATION OF SERVICES**

- 6.1 The duration of the entire service for all the latter airports to be conducted within eighty (80) working days from day of acceptance. To meet the NCAA audit finding deadline,
- 6.2 No extended delays in making course changes, logistical arrangements shall be entertained due to reasons as mentioned in paragraph 6.1 above.

## **7. COMPLIANCE REQUIREMENTS**

The Consultant (Institution) shall, in the execution of duties, be required to fully comply with each airports, Safety and Security standards and requirements as set out in the:

- 7.1 Standardised Volume 2 - Procedure's Manual for working on the Airside, and present itself for an appropriate Awareness session,
- 7.2 Subject itself to a mandatory Airport Security Identification card application and clearance,
- 7.3 Namibia Civil Aviation Regulations: NAMCARs 2018, subparts parts 139.04.3 and 139.08.15 as applicable.

## **8. FINANCIAL PROPOSAL OF SERVICES**

- 8.1 The Consultant (Institution) to against own cost, consider for all the mentioned airports, including personnel, equipment, training material, meals, travel, and accommodation arrangements to and from the different airports,
- 8.2 Whilst the NAC being the landlord shall at each airport only make provision for the ambulance, and venue for training purposes,
- 8.3 It is critical for the Consultant (Institution) to have the capacity to stay abreast of its funding, noting that NAC only makes payment at completion of the assignment.

## 9. Evaluation criteria

The technical proposals will be evaluated in terms of, but not limited to the below minimum guidelines:

Criteria	Weighted Scoring
<b>TECHNICAL PROPOSAL</b>	
<p><b>Qualifications and experience of team members and company experience:</b></p> <ul style="list-style-type: none"> <li>• The Consultant (Institution) must be duly registered with the HPCNA,</li> <li>• Such registration with the HPCNA must be current (valid) and in good standing,</li> <li>• The Consultant (Institution) shall provide sufficiently trained, experienced, HPCNA registered personnel to maintain, operate and administer the ECP - Basic recurrent training,</li> <li>• The Consultant (Institution), to submit a complete profile, with documentary evidence of similar successful projects conducted, with at least two (2) reference letters from different clients,</li> <li>• At least five (5) years of professional experience and expertise with similar services,</li> <li>• An appropriate residential confirmation (address) or proof of being a registered Emergency Medical Training Institution,</li> <li>• A structure detailing the composition of the Team Leader (Consultant) and the roles to be performed by each of the other instructors, with fully fledged Curriculum Vitae's (CV),</li> <li>• The latter training must address the most current legal ECP - Basic syllabus, program, and operational requirements.</li> </ul>	<p><b>40</b></p> <p><b>10</b></p> <p><b>5</b></p> <p><b>5</b></p> <p><b>5</b></p> <p><b>4</b></p> <p><b>3</b></p> <p><b>4</b></p> <p><b>4</b></p>

<b>Methodology</b>	<b>30</b>
<ul style="list-style-type: none"> <li>• A course outline and training schedule;</li> </ul>	<b>5</b>
<ul style="list-style-type: none"> <li>• Description of the approach and methodology to be employed in executing the process; and</li> </ul>	<b>15</b>
<ul style="list-style-type: none"> <li>• Training manuals to be used for training – Theory and Practical – as applicable.</li> </ul>	<b>10</b>
<b>Financial</b>	<b>30</b>
<ul style="list-style-type: none"> <li>• The financial proposal</li> </ul>	
<b>Total</b>	<b>100</b>

Proposals received by e-mail will not be considered.

**SUPPLEMENTARY INFORMATION FOR CONSULTANTS****Proposals**

1. Proposals should include the following information:

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

**Please take note that copies should be certified by the Namibian Police.**

- (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);

(b) **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 provide by the Public body indicated in the Terms of Reference (TOR).

(c) **Financial Proposals**

- i) The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)

**NOTE:**

- ii) The proposals shall be submitted in separate sealed envelopes marked 1 (one) original and (three) *3 copies*.

**BID SUBMISSION FORM**

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

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Emergency**

I/We \_\_\_\_\_ herewith enclose Technical and Financial Proposals for selection as Consultant for the *NAC*.

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****Emergency Care Practitioner (ECP) – Basic recurrent training**

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

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

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

FORM F-4

**Cost Estimate of Services<sup>1</sup>****Remuneration:**

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

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

(a) Per Diem <sup>3</sup> :	Room charge	Subsistence	Total	Days charge
	_____	_____	_____	_____
(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**

4 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