



**Request for Proposal
Provision of Internal Audit Services at Namibia Press Agency for
three (3) years**

Procurement Reference No.: RFP No.: SC/RP/NAMPA-01/2025-2026

BIDDER NAME: _____

**Procurement Management Unit
Namibia Press Agency
P O Box 26185**

**Cnr of Keller & Eugene Marias Street
Windhoek
Tel: +264 61 374 000
E-mail: procurement@nampa.org**

Tel: +264 (61) 374 000
Fax: +264 (61) 258 262
Email: admin@nampa.org



Reg.no. GG 92/382

Cnr of Keller & Eugene Marais Street
P.O. Box 26185
Windhoek
Republic of Namibia

LETTER OF INVITATION

Date: 14 May 2025

Ref: SC/RP/NAMPA-01/2025-2026

Dear Prospective Bidder,

RE: Provision of Internal Audit Services at Namibia Press Agency for three (3) years.

1. You are hereby invited to submit technical and financial proposals for the provision of internal audit for Namibia Press Agency which could form the basis for future negotiations and ultimately, a contract between you and Namibia Press Agency (NAMPA).
2. The purpose of this assignment is to:
 - (a) To source consultants that illustrate the competencies to of an auditing firm to conduct internal audits services for NAMPA for three years.
3. The prospective bidder will be selected through the Evaluation Methodology and procedures as defined in the request for Proposal and in accordance with the Policies and Procedures provided for in the Public Procurement Act 15 of 2015.
4. The following documents are enclosed to enable you to submit your proposal:
 - (a) Annexure 1: The Terms of Reference (TOR)
 - (b) Annexure 2: Instruction to the bidder's Supplementary information for consultants, including a suggested format of curriculum
 - (c) Annexure 3: Sample format of the Service Contract under which the service will be performed [Annexure 3]
5. Any request for clarification should be forwarded in writing to joy@nampa.org agatha@nampa.org. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.

6. 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.

7. 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) Bidders 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.

8. 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: 17 June 2025, **11:00 am**.

Namibia Press Agency

The Procurement Management Unit

C/O Keller and Eugene Marias Street

Windhoek

Contact: +264 61 374 000

Proposals should **not** be forwarded by electronic mail.

9. Deciding Award of Contract

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

10. Rights of NAMPA

- (a) Please note that **Namibia Press Agency** 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.

11. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of three years.

12. 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. NAMPA will make its best efforts to finalize the agreement within this period.

13. Commencement date of Assignment

The commencement date is the date of contract signature by the last Party. The date of the contract signature date will be finalized during the negotiations stage of the with NAMPA.

14. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but NAMPA 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).

15. Insurance

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

Yours faithfully,

Ms. Joy Goses
Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant. Instruction to Bidders

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

TERMS OF REFERENCE

Procurement Ref: RFP No.: SC/RP/NAMPA-01/202-5-2026

Provision of Internal Audit Services at Namibia Press Agency for (3)three years.

Objectives of the internal audit function

In terms of the adopted NamCode on Corporate Governance, the Namibia Press Agency should have an effective internal audit function, which should also comply with the Institute of Internal Auditors' (IIA) standards. The internal audit function should assist the NAMPA to accomplish its objectives by bringing a systematic and disciplined approach to evaluating and improving the effectiveness of risk management control and governance processes.

One of the objectives of the internal audit function is to assist the Audit and Risk Management Committee (ARMCO), and through it the management, in the effective discharge of their responsibilities. This has to be done through furnishing them with analyses, appraisals, recommendations, advice and information concerning the activities that have been reviewed as well as regular follow-ups. Other objectives or standards or controls of the internal audit function, which are subject to an evaluation, are to review the following:

1. Internal control processes;
2. The information systems environment;
3. The reliability and integrity of financial and operational information;
4. The effectiveness of operations;
5. Compliance with policies, regulations and contracts;
6. The safeguarding of assets;
7. The achievement of established operational goals and objectives; and
8. Compliance with laws, regulations and controls.

Scope and Approach

The scope of the internal audit function includes the points listed below. However, should any other function be regarded as imperative by the bidder, it should be added and clearly defined.

1. The internal audit function must assist the Senior Management and the Board in maintaining effective controls by evaluating those controls and developing recommendations for enhancement or improvement.
2. It must assist the Senior Management and the Board in achieving the objectives by

evaluating and developing recommendations for the enhancement or improvement of the processes through which:

- Objectives and values are established and communicated;
 - The accomplishment of objectives is monitored;
 - Accountability is ensured;
 - Corporate values are preserved;
 - The adequacy and effectiveness of the system of internal control are reviewed and appraised;
 - The relevance, reliability and integrity of management, financial and operating data and reports are appraised;
 - Systems established to ensure compliance with policies, plans, procedures, statutory requirements and regulations, which could have a significant impact on operations, are reviewed;
 - The means of safeguarding assets are reviewed and deemed as appropriate in verifying the existence of such assets.
 - The adequacy of established systems and procedures are assessed.
3. IT security and systems processes audit.
 4. Audit designed to detect fraud.

Fraud and Irregularities

In planning and conducting its work, the internal auditor should seek to identify serious defects in internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the CEO and/or ARMCO. This also applies to instances where serious fraud and irregularities have been uncovered.

Expected Outcomes and Deliverables

Performing Audit Assignments

Each assignment should at least consist of the following:

1. A pre-audit survey;
2. An audit planning memorandum;
3. Minutes of the entrance and exit meeting;
4. A risk assessment document (optional - the event the organization does not have a risk assessment);
5. System descriptions;
6. Audit programs;
7. Sampling methodology;
8. Mechanisms for follow-up on matters previously reported and feedback to ARMCO;
9. Mechanisms to ensure that working papers are reviewed at the appropriate level; A

- record of work performed;
- 10. A review of work performed;
- 11. Audit findings and recommendations;
- 12. Reporting (a draft internal audit report and a final internal audit report); and
- 13. Follow-up on previous audit findings.

Duration of contract

The contract is expected to run for three years, commencing on the date of signing the Contractual Agreement. It will, however, be renewable annually and this will be subject to a review of the previous year's performance against the Internal Audit Plan.

Payment

Payment will be done in accordance with the terms of contract agreed with the audit firm.

Bid Evaluation Criteria

RFP No: SC/RP/NAMPA-01/2025-2026

Provision Internal Audit Services at Namibia Press Agency for (3) three years.

1. Evaluation Method

The Quality and Cost Selection Method (as stipulated in the Public Procurement Act 2015 section 27(b) (i))

2. Evaluation Process

The proposals will be evaluated as per the methods stated in the Invitation Letter.

2.1.Two Stage Evaluation

NB: Entities in Compliance with all the criteria listed in the table below shall be evaluated further in the Technical Stage Evaluation

The table below shall be used for Mandatory Requirements

Stage 1: Preliminary Evaluation

2.1.1 Mandatory Documents			
Criteria	Yes/Pass	No/Fail	Supporting Documents
A valid copy of Company Registration Certificate			Certified Copy (Certified by Commissioner of oath)
Valid Good Standing Tax Certificate			Original/ Certified by Commissioner of Oath
Valid Good Standing SSC			Original/ Certified by Commissioner of Oath
Valid Proof of AA Compliance			Certified Copy (Certified by Commissioner of oath)

2.2 Stage 2. Technical Evaluation Criteria (Minimum 50 points)

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

2.2 Technical Evaluation Criteria		
Evaluation criteria	Guidelines for criteria application	Weight
Experience	<ul style="list-style-type: none"> • Experience of the prospective internal audit firm in a public sector environment: • 0-2 years = 5 • 3-4 years = 15 • More than 4 years = 20 	20
Technical approach	<ul style="list-style-type: none"> • Basic overview of the methodology of scope of work by listing the audit approach = 10 • Detailed description of methodology of scope of work by providing detailed explanations = 30 	30
Capability, knowledge and experience of the team leader to be used for the assignment	<p>CV for Manager and Partner:</p> <ul style="list-style-type: none"> • 3-5 years combined experience in public sector = 5 • 6-12 years combined experience in public sector = 10 • More than 12 years combined experience in public sector = 20 	20
Quality control	<ul style="list-style-type: none"> • Brief description of the firm's quality control systems = 5 • Copy of the firm's quality control policies and procedures that comply with international standards on IPSAS and IFRS and = 15 	15

Independence and objectivity	<p>Indicate how the firm will manage its independence and objectivity when conflict of interest arise (policy)</p> <ul style="list-style-type: none"> • Non submission of policy = 0 • Policy = 15 	15
Total	(To be weighted at 70% of the total score)	100

2.2 STAGE 3: FINANCIAL EVALUATION

Only Bids that have passed the minimum Technical Score of 50 points shall have their financial proposals evaluated. The lowest price shall with Technically compliant Bids will be rewarded for award.

INSTRUCTIONS TO THE BIDDERS

Procurement Ref: RFP No.: SC/RP/NAMPA-01/2025-2026

Provision of Internal Audits Services at Namibia Press Agency for (3) three years.

Supplementary information for consultant on how to prepare the bid.

Submit two separate proposals, technical and financial, should be submitted in two separate envelopes.

1. Mandatory Requirements:

- a) The following documents are required:
 - A valid copy of company registration documents
 - An original valid or copy of Good Standing Social Security Certificate certified by a Commissioner of Oath.
 - A valid original or copy of Good Standing Tax certificate certified by a Commissioner of Oath.
 - A valid certified copy of Affirmative Action Compliance certificate or proof from Employment Equity Commission that the bidder is not a relevant employer, or an exemption issued in terms of Section 42 of the Affirmative Action Act, 1998. Certifies by the Commissioner of Oath.
 - Valid SME certificate (for bids reserved for SME's)

2. Proposals

1. Proposals should include the following information:

(a) Technical Proposal

- (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 NAMPA indicated in the Terms of Reference (TOR).
- (vi) Complete and sign a Bid Securing Declaration **(Form F-5)**

- (vii) Complete and sign a written undertaking as contemplated in section 138(2) of the Labour Act, 2007 (**Form F-6**)

(b) Financial Proposal

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.

NB: The Proposals should be submitted in two separate envelopes marked “Technical Proposal” and “Financial Proposal”, Bidders company name should be noticeable in the envelopes. Kindly make sure envelopes are sealed properly and deposited in the **TENDER BOX (Reception Area)** at **NAMPA HEAD OFFICE, 30 CNR of KELLER & EUGENE MARIAS STREET, EROS** on or before: 17 June at **11H00 AM**.

BID SUBMISSION FORM

From: _____

To: _____

**Provision for Consultancy Services for Internal Audit Services for Namibia
Press Agency**

I/We _____herewith enclose Technical and Financial Proposals for selection
as Consultant for the **Namibia Press Agency**.

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.]

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:

Name of assignment	Company Name	Contact Details	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach supporting documents from the employer by way of documentary proof.

FORM F-4

Cost Estimate of Services¹

Remuneration:

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

Out-of-Pocket Expenses² :

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

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

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

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

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



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I, owner/representative

of

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. A labour inspector may conduct unannounced inspections to assess the level of compliance.
2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

Date:

Procurement Ref No.: SC/RP/NAMPA-01/2025-2026

To:

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:

Capacity of:

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____

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.]

**delete if not applicable / appropriate*

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

NAMBIA PRESS AGENCY

AND

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THIS SERVICE CONTRACT entered into this *[date]*, between the **Namibia Press Agency** [hereinafter called "NAMPA"] 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 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 NAMPA.
- 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 NAMPA.
- 3.2 The Consultant shall:
- (a) regularly report to and obtain direction and guidance from NAMPA 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 NAMPA 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 NAMPA 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. NAMPA shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The NAMPA 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").

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 NAMPA.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for NAMPA under the Contract shall belong to and remain the property of NAMPA. 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 NAMPA, 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 NAMPA 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 NAMPA 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, NAMPA 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 NAMPA 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, NAMPA 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 NAMPA shall be the Accounting Officer of NAMPA.
- 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 : P O Box 26185
Physical Address : Cnr of Keller & Eugene Marais Street, Windhoek
Email : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Email : _____

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 NAMPA

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment