



**BUSINESS AND INTELLECTUAL
PROPERTY AUTHORITY**

Protecting Entrepreneurship and Innovation

PROCUREMENT MANAGEMENT UNIT

Request for Proposal

for

the Provision of

Annual Strategic Planning Facilitation Services

Procurement No: SC/RP/BIPA-02/2022

Due Date for Submission: 19 August 2022

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam,

SUBJECT: REQUEST FOR PROPOSAL FOR THE PROVISION OF ANNUAL STRATEGIC PLANNING FACILITATION SERVICES

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the Annual Strategic Planning for the Business and Intellectual Property Authority (BIPA) which could form the basis for future negotiations and ultimately, a contract between you and BIPA.
2. The purpose of this assignment is to:
 - (a) Facilitate a strategic planning session (s) in order to formulate an annual business and financial plan for BIPA in accordance with Section 14. (1) of the Public Enterprises Governance Act, 2019 (Act No. 1 of 2019).
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 BIPA at hamukwayad@bipa.na. Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office: **www.mof.gov.na/procurement-policy-unit** to acquaint themselves with the 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. Eligibility Criteria

In compliance with the requirements required in terms of section 50. (1) of the Public Procurement Act, 2015, the following mandatory documentary evidence is required to accompany the Technical Proposal:

- (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) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof.
- (vi) have a valid good standing certificate in regards to BIPA Annual Returns payment

Any bid found non-compliant to this section will be excluded from the competition and will not be evaluated further.

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: Friday, 19 August 2022, at BIPA Office- Reception, Ground Floor, PZN Building, No. 3 Ruhr Street, Northern Industrial, Windhoek at 12H00.

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 on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial proposals. Proposals from Consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those Consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

10. Rights a Public Entity

- (a) Please note that BIPA 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 two (2) 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.

12. Validity of Proposal

You are requested to hold your proposal valid for 30 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The *[name of public entity]* will make its best efforts to finalize the agreement within this period.

13. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded on 26 August 2022 you will be expected to take up/commence with the assignment in 7 days' time.

14. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but BIPA 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 in the course of performing the services.

16. Conformation of Invitation to submit proposal

We should appreciate if you would inform us by email:

- (a) your acknowledgment of the receipt of this Letter of Invitation within 2 days; and
- (b) further indicate whether or not you will be submitting the proposal.

17. BIPA would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



David Hamukwaya
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

Part 1. Background

The Business and Intellectual Property Authority of Namibia is a Public Enterprise established by an ACT of Parliament, BIPA Act No. 8 of 2016 to facilitate and promote the efficient and effective registrations of business and intellectual property rights in Namibia.

Our objects are:

- a. facilitate economic growth and development to raise income and promote investment and create employment;
- b. enhance the efficient protection of the business and IP in Namibia;
- c. facilitate and promote the efficient and effective registration of business and industrial property in Namibia;
- d. promote the conduct and use of business and intellectual property in Namibia;
- e. facilitate, streamline, simplify and harmonise the business and industrial property procedures, registrations, filings and searches to expedite economic growth and development; and
- f. enhance the efficient exchange and distribution of information

Our Mandate is:

- i. To regulate and administer the registration of business and industrial property under the applicable legislation.
- ii. Implement, promote electric business and intellectual property information and transaction systems.
- iii. Collect fees and rates under BIPA 's Act or the applicable legislations.
- iv. Maintain accurate, current and relevant information concerning business and intellectual property.

In line with the provisions stipulated under Section 14. (1) of the Public Enterprises Governance Act, 2019 (Act No. 1 of 2019), BIPA wishes to appoint a suitable Consultant to facilitate a strategic planning workshop (s), which will result in the formulation of the Authority's Annual Business and Financial Plan for the 2023/2024 Financial Year. The Annual Plan will be the Authority's key guiding document for the implementation of its five-year integrated strategic business plan for the period 2021/2022 to 2025/2026.

Part 2. The Services

The scope of the services for the Consultant will include, but will not be limited to:

- a. Inception Session with the Executive Management Committee (EXCO) to confirm Consultant's Technical Approach and Methodology.
- b. Conduct a desk review of BIPA's existing strategic documentation and consultations with key stakeholders to develop an in-depth understanding of BIPA and its current state.
- c. Provide an independent assessment report of BIPA's current five-year integrated strategic business plan for the period 2021/2022 to 2025/2026, and present same at the strategic planning workshop.
- d. Plan and facilitate a three-day participatory strategic planning workshop during September 2022 with BIPA Board Members and the Management team to prioritise the Authority's strategic directions (including workshop facilitation materials).
- e. Prepare and deliver a detailed report on key decisions agreed upon during the workshop.
- f. Assist BIPA in the development of its Annual Business and Financial Plan for the 2023/2024 Financial Year in accordance with National guidelines for public entities and international best practices.
- g. Review a subsequent draft Annual Business and Financial Plan document.

Part 3. Facilities to be provided by the Public Entity

BIPA will provide the following for this assignment:

- a. Boardroom facilities.
- b. Arranging logistics for the workshop.
- c. All costs associated with the workshop venue.
- d. All of the necessary background documentation and support the Consultant in organising consultations and activities.
- e. Document drafting services, excluding Consultant's reports.

The Business Strategy Office will serve as the main point of contact for the Consultant.

Part 4. Contract duration and fees

- (a) Duration of initial contract: shall be two (2) months, with an anticipated start date of 05 September 2022 and completion date of 04 November 2022.
- (b) Payment: shall be done upon completion of duties and the fees will be rated as quoted.

Part 5. Deliverables

Upon completion of this assignment, the Consultant is expected to deliver the following outcomes:

- a. Inception Report, which includes a detailed work plan, schedule and a list of required documentation for the desk review, delivered within two working days of the Inception Session.
- b. Desk review and consultations.
- c. Independent assessment report of BIPA's current five-year strategic business plan.
- d. A strategic planning workshop agenda and facilitation plan prior to the workshop event.
- e. Facilitation of the Strategic Planning Workshop (including workshop facilitation materials).
- f. Preparation and delivery of a detailed workshop report, documenting the workshop findings and analysis with recommendations.
- g. Feedback report on the review of the draft Annual Business and Financial Plan document for the 2023/24 Financial Year, delivered and presented to the Executive Management Committee (EXCO) by 04 November 2022.

Part 6. Evaluation Criteria

The Consultant will be evaluated against a combination of technical and financial criteria (combined scoring method). Maximum score is 100% out of which technical criteria equals 70% (*with a 70% pass mark to advance to the next stage of evaluation*) and financial criteria equals 30%. The evaluation criteria are as presented on the next page.

EVALUATION CRITERIA

CRITERIA USED TO EVALUATE THE BIDS

1. PART A TECHNICAL PROPOSAL - Total Marks (70)

TECHNICAL DIMENSIONS
Layout of Documents/ presentation
<p>1. Institution Information: Bidders must submit a brief description of the organisation and an outline of recent experience on assignments of similar nature. They should provide the following:</p> <p>(a) Brief description of the organisation. (3 Marks)</p> <p>(b) Evidence of having undertaken three (3) similar assignments in the last five (5) years for similar organisations. (15 Marks - 5 Marks for each assignment with attached typed client reference letter on official letterhead and signed by a duly authorised person).</p>
<p>2. Methodology and Work Plan: Institutions are expected to demonstrate an understanding of the terms of reference by providing the following:</p> <p>(a) Description of Technical Approach and Methodology. (15 Marks)</p> <p>(b) Description of Work Plan. This should highlight the breakdown of activities needed to carry out the assignment. (10 Marks)</p> <p>(c) Clear time schedule in relation to the expected time frame of this assignment. (10 Marks)</p>
<p>3. Human Resource Capacity: Qualifications and competence of the Team Leader for the assignment (detailed CV to be attached):</p> <p>(a) Demonstrate experience by providing at least three (3) similar assignments they have undertaken in the last five (5) years for similar organisations with their reference contacts. (6 Marks - 2 Mark for each assignment); At least 10 years of relevant professional experience. (3 Marks – 1 Mark will be deducted for each year less than 10 years)</p> <p>(b) Hold a Master’s Degree (NQF level 9) in strategic management, business management or related fields (copy of degree certificate must be attached) (5 Marks); relevant Professional Certification in Strategy Management, Balanced Scorecard, or related certifications (3 Marks);</p>

Formula: **$\frac{\text{Total Score}}{\text{Total allocated marks (70)}} \times 100$**

2. PART B FINANCIAL PROPOSAL - Total Marks (30)

FINANCIAL DIMENSIONS
1. Feasibility of cost estimate (25 Marks) (a) Consultant's contract cost estimate is within BIPA's budgeted amount to perform the assignment
2. Clear fee structure provided (5 Marks) (a) Consultant's cost breakdown per activities is provided.

Formula: **Total Score** _____ x 100
 Total allocated marks (30)

TOTAL SCORE IS OUT OF 100 Marks

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (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).
 - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and *[insert no. of 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.
- 2.

BID SUBMISSION FORM

From: _____

To: Chairperson Procurement
Committee
BIPA
P.O. Box 185
Windhoek
Namibia

**Hiring of Consultancy Services for the Provision of Annual Strategy Planning
Facilitation Services**

I/We _____herewith enclose Technical and Financial Proposals for
selection as Consultant for the *[name of public entity]*.

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____
Profession: _____
Date of Birth: _____
Nationality: _____
Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

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 Services¹**Remuneration:**

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

_____	_____	_____	_____
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Sub-Total (Remuneration) _____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days
	_____	_____	_____	_____

(b) Air fare _____

(c) Lump Sum Miscellaneous Expenses⁴ : _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

Total Estimate: _____

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

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

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

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

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

*Business and Intellectual Property Authority (BIPA),
No. 3 Rhur Str, Northern Industry, PZN Building, Windhoek
P.O. Box 185, Windhoek, Namibia
Tel: +264 61 299 4400*

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

Chief Executive Officer

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment