



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

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REQUEST FOR PROPOSAL

FOR

**TO LEASE AND OPERATE A CAFETERIA AND TWO (2) KIOSKS FACILITIES ON NAMIBIA UNIVERSITY OF
SCIENCE AND TECHNOLOGY (NUST) CAMPUS FOR A PERIOD OF THREE (3) YEARS**



PROCUREMENT NO: NCS/RP/NUST- 001/2019

**Namibia University of Science and Technology, 13 Jackson Kaujeua Street, Private Bag 13388,
Windhoek, NAMIBIA**

Telephone: +264 61 207 2020; Fax: +264 61 207 2966; Email address: bidbox@nust.na



REQUEST FOR PROPOSAL

LETTER OF INVITATION

Dear Service Provider

Subject: Request for Proposal to lease and operate a cafeteria and two (2) kiosks facilities on Namibia University of Science and Technology (NUST) campus for a period of three (3) years

1. You are hereby invited to submit proposals for leasing and operating cafeteria and kiosks facilities to cater for the student and staff at Namibia University of Science and Technology (NUST).
2. The purpose of this assignment is to provide a comprehensive and competent recruiting exercise to assist in identifying suitably qualified candidates for executive vacancies.
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 service provider, 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: Ms Rosemary Tjombonde; Tel: +264 61 207 2020; Fax: +264 61 207 2966; email address: bidbox@nust.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 procurement in Namibia observe the highest standards 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 contractor 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) Service Provider 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. Site Inspection Meeting

All interest service providers are invited to attend a site inspection-meeting schedule as follows:

Namibia University of Science and Technology
13 Jackson Kaujeua Street
Main Campus
20 February 2019 (Wednesday)
10h00 - 12h00 (Local Time)

8. Submission of Proposals

The proposals from prospective service provider shall be submitted in two separate envelopes, namely Technical and Financial proposals, 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:

Namibia University of Science and Technology
13 Jackson Kaujeua Street
Bid Box
Elizabeth Haus, Ground Floor (Security Foyer)
Windhoek, NAMIBIA
01 March 2019 (Friday)
12h00

No electronic submission will be allowed.

9. Deciding Award of Contract

Qualification and experience of the contractors 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 service provider should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those Service Provider scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Service Provider scoring the highest marks and if negotiation is not successful, negotiation will move to the next best ranked Service Provider 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 pricing proposals.

10. Rights a Public Entity

- (a) Please note that the Namibia University of Science and Technology is not bound to select any of the contractors 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

The leasing and operating of the facilities shall be for **three (3) years** subject to satisfactory services rendered and payment of agreed lease amount on time.

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. The Namibia University of Science and Technology will make its best efforts to finalize the agreement within this period.

13. Eligibility Criteria

To be eligible to participate in this Proposal exercise, you should attached the following mandatory documents:

- a) A valid certified copy of the Company registration certificate, clearly indicating shareholders and principals' contact details (Ministry of Trade).
- b) A valid certified copy of the company's certificate of registration for Value Added Tax from the Ministry of Finance.
- c) A valid certified copy of the company's good standing Tax Certificate from the Ministry of Finance.
- d) A valid certified copy of the company's good standing certificate from Social Security Commission.
- e) A valid certified copy of the Affirmative Action Compliance Certificate, or proof from the Employment Equity Commissioner that a bidder is not a relevant employer or exemption issued in terms of section 42 of Affirmative Action Act, 1998.
- f) A written undertaking as contemplated in Section 38(2) of Labour Act, 2007

14. Commencement of Operation

Assuming that the contract can be satisfactorily concluded by **30 days**, you will be expected to take up/commence with the operation in **4 weeks'** time after that.

15. Tax Liability

Please note that the Service Provider will be responsible for the payment of the relevant tax and VAT liabilities.

16. Insurance

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

17. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us by facsimile (+264 61 207 2966) or email to bidbox@nust.na :

- (a) your acknowledgment of the receipt of this Letter of Invitation within seven **(7)days**; and
- (b) further indicate whether or not you will be submitting a proposal.

18. The Namibia University of Science and Technology would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Ms. Rosemary Tjombonde
Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Service Provider.

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

TERMS OF REFERENCE

Part 1. Background

The Namibia University of Science and Technology (NUST), invites proposals from suitably, qualified and experienced catering service provider to lease and operate **one (1) cafeteria, one (1) kiosks at Main Campus on 13 Storch Street and one (1) Kiosks at 24 Brahms Street (Engineering Building)**. The service provider, in turn, agrees to lease the facilities, for the sole purpose of providing a variety of takeaway meals, snacks, and drinks at affordable prices to students and staff. The cost of water and electricity shall be included in the leasing amount.

The NUST campus is home to more than 12 000 full-time and part-time students, with an additional 1 600 staff. The proposals should reflect the diversity of different cultural background of both students/staff on campus.

Part 2. The Services

Objective

This Request for Proposal is to find an individual/entity that will be able to offer a standard; predictable, repeatable student/staff centered cafeteria and kiosks service at NUST main and lower campus in Windhoek.

Scope

The Agreement/Contract is to lease out a cafeteria and two (2) Kiosks to a service provider to provide balanced nutritional, healthy and tasty meals inclusive of snacks to students/staff and on occasion light meals platter, to visitors during workshops, conferences and meetings.

The NUST Campus is currently home to more than 12 000 full/part-time students and 1 600 staff members. Based on the quality of the proposal submitted, NUST intends to select applicants for interview to be conducted by a Bid Evaluation Committee. Further, the successful applicant is expected to conclude a Service Contract/Agreement with NUST.

The cafeteria operator must provide a cash register and must make provision to accept credit cards (specified) and other non-cash facilities, as the NUST is moving towards a cashless environment. The contractor should state the technical requirements that may be needed to enable the service provider to arrange for providing the various payment facilities/terminals.

Proposals need to contain the following elements:

- a) Four (4) example of different type of menus offering for students/staff members indicating diversified catering.
- b) Different type of Meal of the day menus offering example.
- c) Different types of beverages menu (hot and cold)
- d) One (1) Meeting package offering for twenty (20) persons with relative prices.
- e) Description of the cooking process: It should also explain how hygiene will be promoted and ensured in the kitchen where the food is prepared and kept

Opening and Closing Hours recommended:

- a) 08h00 – 22h00 Mondays to Fridays

Menu List

The applicant is required to submit Menus, which should be consistent with various dishes amendable to NUST.

- i) Breakfast (starting at 8h00)
- ii) Lunch (starting at 12h00)
- iii) Snacks starting at 14h30 or time amendable to the contractor.

Part 3. Facilities to be provided by the Namibia University of Science and Technology

Cafeteria (Main Campus)

The space of the facility is as follows:

- i) Storeroom 4.2 m²
- ii) Kitchen 30 m²
- iii) Patio east 75 m²
- iv) Patio west 18 m²
- v) Cafeteria 240 m²

Kiosk 1 (Main Campus)

15 m²

Kiosk 2 (Lower Campus)

40 m²

Part 4. Contract duration and fees:

(a) Duration of initial contract

The leasing and operating of the facilities shall be for **three (3) years** subject to satisfactory services rendered and payment of agreed lease amount on time.

(b) Payment

The Service Provider shall pay the lease amount as agreed to NUST latest by the 1th of each month and send through proof of payment. No late payment will be tolerated.

Part 5. Service Provider Requirements

The **Service Provider** will be required to deliver the following services:

- a) The service provider shall provide the menu of the items to be supplied together with prices of the specified items reflected thereon. This menu and price list will form part of the tender documents.
- b) Any subsequent price increases will remain within reasonable limits, and shall not exceed increases of similar menu items at commercial food outlets in the City of Windhoek. (Management of NUST to approve price increases).
- c) The sale of any *alcoholic beverages* at the Cafeteria and Kiosks or any other venue on campus is expressly forbidden.
- d) The tenderer shall keep all facilities in a clean and sanitary condition and shall not permit the accumulation of refuse inside or outside the Student Cafeteria, save in the refuse bins provided by **NUST**.
- f) **Trading hours** shall be from **08:00 to 22:00 Monday to Friday**. **The Assistant Bursar: Auxiliary Services** may amend these trading hours if it is in the interest of NUST or the service provider to do so.
- g) The service provider shall employ persons at her/his own cost and such appointments shall be in accordance with Labour Act and any other applicable Namibian legislation in force at that time.
- h) The service provider shall participate in regular meetings with the Assistant Bursar: Auxiliary Services and the Department Student Services in order to optimize service and co-operation.
- i) The **Service Provider** will not do or neglect to do anything, which will increase the insurance premiums of NUST
- j) In respect of breach of the provisions of paragraph above hereof by the **Service Provider**, NUST shall have the right to recover from the **Service Provider** any losses or increased insurance premiums incurred by NUST, which can be attributed to such breach.

- k) The **Service Provider** may purchase any foodstuff from any supplier of his choice. **NUST**, however, reserves the right to bar any item that it deems unsuitable / undesirable, from being sold on Campus. **NUST** shall not be forced to divulge its reasons for doing so.
- l) The **Service Provider** shall comply with all laws, by-laws, ordinances, proclamations and regulations relating to its provision of the services herein agreed, including those pertaining to Health and Hygiene Standards.
- m) The **Service Provider** shall make no structural or other alterations, additions to or improvements to the Student Cafeteria without the written consent of **NUST**.
- n) The **Service Provider** shall repair, make good or replace, as the case may be; any keys, locks, windows, fixtures, fittings, or any other installations which may be broken, removed or destroyed during the period of the lease agreement, due to her/his or any of her/his staff members' negligence at her/his own expense.
- o) All electrical fixtures such as the air conditioner currently in the Student Cafeteria have been serviced and repaired and the **Service Provider** will henceforth be responsible for maintenance costs, repairs and services of such equipment. The **Service Provider** undertakes to service and repair all equipment upon expiring of this contract.
- p) All equipment, appliances and machinery provided and installed by the **Service Provider** will remain the property of the **Service Provider**. However all fixtures shall remain part of the building.

SUPPLEMENTARY INFORMATION FOR SERVICE PROVIDERS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- i) Company Profile (clearly indicating all principals contact information and persons)
- ii) Curriculum Vitae of available in-house expertise **(Form F-2)**.
- iii) An outline of recent experience on comparable projects executed during the last five years which proof successful experience in the catering service industry **(Form F-3)**. **(attached three (3) letters of reference)**
- iv) Proposed Menus (4 menu samples) for students and staff separately. (considering different religious and dietary requirements as per industry norm.
- v) Propose menu samples for meal of the day, considering different religious and dietary requirements as per industry norm.
- vi) Propose different beverages menu (hot and cold) on offer
- vii) Any comments or suggestions of the contractor on the Terms of Reference (TOR).
- viii) A description of the manner in which the service provider would plan (*Modus Operadi*) to manage and operate the Cafeteria and the Kiosks.

(b) Financial Proposals (Form F-4)

- i) Propose lease amount for each site per month
- ii) Propose different menus pricing list (food and beverages) for student and staff offering

2. The proposals shall be submitted in **one (1) original** and **three (3) copy**.

Contract Negotiations

- 1. The aim of the negotiations is to reach an agreement on all points with the contractor and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of a contractor'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 rental agreement.

Review of reports

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

BID SUBMISSION FORM

From: _____

To: _____

Request for Proposal to lease and operate a cafeteria and two (2) Kiosks facilities on Namibia University of Science and Technology (NUST) campus for a period of three (3) years

I/We -----herewith enclose Technical and Financial Proposals for selection as Service Provider for the Namibia University of Science and Technology.

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 SERVICE PROVIDER

Name of Service Provider: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: *Day/Month/Year*

[Signature of Consultant]

Full name of Consultant: _____

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

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

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 Rental

Remuneration:

Service Provider Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
		Sub-Total	_____

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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THIS SERVICE CONTRACT entered into this *[date]*, between the *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert consultants name]* (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Public Entity has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as **Annexure 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 (**Annexure 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 *[30]* 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 *[30 days]* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The Parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both Parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the Parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.

IN WITNESS WHEREOF the Parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment