



Republic of Namibia

OFFICE OF THE PRESIDENT
NATIONAL PLANNING COMMISSION

**Request for Proposals for the Consultancy of the
formulation of the National Human Resource
Development Plan**

Procurement Reference No: CS/RP/26-05/2025
Closing Date: 27 February 2026
Time: 11:00

National Planning Commission
Private Bag 13356 Windhoek,
Tel: +26461 283 4111, Fax: +26461 226 501
Government Office Park Luther Street

Request for Proposal

LETTER OF INVITATION

Dear Sir, Madam

Request for Proposals for the Consultancy of the formulation of the National Human Resource Development Plan 2026-2036 (NHRDP)

1. You are hereby invited to submit technical and financial proposals for consultancy services to support the National Planning Commission in conducting the **Formulation of National Human Resource Development Plan** which could form the basis for future negotiations and ultimately, a contract between you(consultant) and the National Planning Commission.
2. The purpose of this assignment is to:

Recruit a consultant that will be responsible for the formulation of the National Human Resource Development Plan 2026-2036 (NHRDP)

I. SCOPE OF WORK

THE SCOPE OF WORK WILL INCLUDE THE FORMULATION OF THE **NHRDP** WHICH WILL SERVE AS A POLICY AND OPERATIONAL GUIDE FOR HUMAN CAPITAL DEVELOPMENT IN NAMIBIA. THE EXERCISE WILL BE UNDERTAKEN COUNTRYWIDE, CONSULTING BOTH THE DEMAND AND SUPPLY SIDE, COVERING THE PERIOD OF FIVE MONTHS (**100 DAYS**).

○

II. OBJECTIVES OF THE ASSIGNMENT

THE CONSULTANT SHALL BE RESPONSIBLE FOR THE FOLLOWING;

- **Assess the current hr landscape:**
 - Conduct a nationwide assessment of human resources, including both supply and demand.
 - Update NODSOM with current data, in collaboration with the National Planning Commission.
 - Identify sector-specific and cross-sectoral skills gaps.

- **Review Previous HR Plan:**
 - Evaluate the 2010–2025 National Human Resource Plan to identify achievements, bottlenecks, and lessons learned.
- **Labour Market and Sectoral Analysis:**
 - Analyze labor market trends, emerging skills needs, and demographic changes influencing workforce planning.
- **Stakeholder Engagement:**
 - Conduct inclusive consultations with line ministries, regional councils, private sector, industry bodies, educational institutions, youth organizations, and civil society etc.
- **Develop Strategic HR Framework:**
 - Define clear targets, performance indicators, and priority interventions aligned with national development priorities.
- **Capacity Building:**
 - Transfer knowledge and skills to NPC Macroeconomic Planning Department staff through structured training and mentorship.
- **Validation and Endorsement:**
 - Present the draft plan for review, validation, and endorsement by relevant stakeholders, including NPC.
- **Finalize HR Plan:**
 - Produce a final National Human Resource Development Plan (2026–2036) and its associated implementation plan.

III. Deliverables of the Consultancy

Deliverable	Description
Inception Report	Detailed work plan, methodology, timeline, and approach for the consultancy services, stakeholder engagement and data collection.
Review of NHRP 2010–2025	Assessment report detailing achievements, challenges, and lessons learned from the previous HR plan.
Labour Market & Sectoral Analysis Report	Comprehensive report on current and projected skills gaps, workforce trends, and HR needs.

Deliverable	Description
Stakeholder Consultation Report	Summary of consultations with key stakeholders including recommendations and inputs for plan formulation.
Draft NHRDP 2026–2036	Draft plan including vision, mission, strategic priorities, targets, interventions, and implementation framework.
Capacity Building Sessions	Conduct workshops/training sessions with NPC staff to build skills in HR planning and modeling.
Validation Workshops	Facilitate workshops for stakeholders and NPC leadership to review and validate draft plan.
Final NHRDP 2026–2036 & Implementation Plan	Submit the final plan incorporating stakeholder feedback, with executive summary and policy brief.
Promotional Materials	Prepare materials to support dissemination, national launch, and advocacy of the NHRDP.

3. The following documents are enclosed to guide 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].
4. Any request for clarification should be forwarded in writing to the National Planning Commission (NPC) to:
- Procurement Management Unit (PMU)
- Email:
- pmu@npc.gov.na

5. Evaluation and Qualification Criteria

Stage 1: Mandatory Documentation and Eligibility Criteria(Pass/Fail)

The following are mandatory documents to be submitted by bidders, non-submission of documents outlined below is automatic disqualification, bidder cannot be evaluated for Technical.

Document Description	Yes/No
1. Is the Bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter? Or is the bidder debarred from bidding for a certain period by the Procurement Policy Unit(PPU) under the Ministry of Finance. (the BEC will confirm by checking a list of debarred bidders on PPU website).	

Does the bidder appear on any of the Development Bank ineligibility lists(African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group)?	
2. A valid original or certified copy of a certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia certified by the Commissioner of Oaths or Namibian Police. Participation is limited to the citizens of Namibia only (Signed and Legitimate Joint Venture with Foreign Companies must ensure that the majority ownership (more than 51% are Namibian Citizens). Provide copies of Namibian Identification Document/s for all shareholders.	
3. Submit an original or valid certified copy of a Good Standing Tax Certificate from the Receiver of Revenue (NaMRA) duly certified from Namibian Police or Commissioner of Oaths. For Individual Consultants bidding without company registration should attach the original personal individual good standing certificate of Income Tax.	
4. Submit an original or valid certified copy of a Good Standing Certificate from Social Security Commissioner (SSC) duly certified by a Commissioner of Oaths: or Namibian Police.	
5. Submit a valid certified copy from Namibian Police or Commissioner of Oaths of an Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, '1998;	
6. Submit a duly filled-in and signed written undertaking in terms of Section 138 of the Labour Act, 2015.	
7. Submit a dully filled-in and signed Bid Securing Declaration in terms of Section 45 of the Public Procurement Act 15, of 2015.	
8. Certificate of Registration for Income tax for Individual	
9. Good standing Certificate of Registration for Income Tax for an individual bidder	
<i>NB: The requirements above must be submitted by all parties in cases of a Partnership or Joint Venture.</i>	

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. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical and Financial proposals,
The proposals shall be marked with the following information:

- Bidder Name
- Bid Title
- Procurement Reference No
- Closing Date and Time
- Contact Number
- Email Address (if applicable)

The proposals must be deposited into the bid box on or before: **27 February 2026** at , Government Office Park, National Planning Commission, 1st Floor, Room 104C, Bid submission boxes on or before 11h00 am. Proposals should **not** be forwarded by electronic mail.

8. Opening of proposals

Bid opening will be done at **11h30**, same day as the closing date.

9. Evaluation of Bids

The National Planning Commission shall have the right to request clarifications during the evaluation process. The National Planning Commission will award the contract to the Bidder having submitted the most responsive and qualified bid.

10. 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 proposal. Proposals from consultant should score at least 56 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 consultants scoring the highest marks and if negotiations are not successful, negotiations will start with the next best ranked consultants 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.

Stage 2: Technical Evaluation

Table 2: Technical Evaluation Criteria and Scoring

	Points (70)
<p>Experience of Bidder</p> <p>Similar work done (experience in delivering projects of a similar nature and scale in the timeline specified) in the last five (5) years covering:</p> <ul style="list-style-type: none"> • Proven track record of working experience in HR Planning Modeling. • Broad experience of working with HRP Model forecasting. • Professional competence in, at least, one of the following areas: economic policy analysis, development management, national statistics. <p>Scoring: 5 points per reference in any of the above areas. Min 2 references</p>	(20 max)
<p>Adequacy of the proposed technical approach, methodology and project plan in responding to the Terms of Reference:</p> <ul style="list-style-type: none"> • Detail methodology/approaches to be employed - (5 max) • Most practical/reasonable time frame - (2.5 max) • Completeness, clarity & presentation of bid (2.5 max) 	(10max)
<p>Qualifications of Lead Consultant</p> <p>A recognised Masters degree or PhD in labour economics, Development Studies, Statistics and Modelling or other relevant Social Science with emphasis on Human Resource Planning and Organisational Development from a recognized university</p> <p>Scoring: Master = 3 PHD=5</p>	(10 max)
<p>Key experience of Lead Consultant</p> <ul style="list-style-type: none"> • Proven track record of excellent working experience in HR Planning Modeling. • Broad experience of working with HRP Model forecasting. • Professional competence in, at least, one of the following areas: economic policy analysis, development management, national statistics. • Excellent computer skills with a proven track record in data management and processing or superior computer skills (i.e. Excel, SPSS and other research packages); • Excellent communication skills and ability to communicate fluently in English (written and spoken). • Demonstrated ability to transfer skills. • Demonstrated strong research and analytical skills and capacity to play an effective role in the generation and sharing of knowledge for capacity building. • Capacity to work in a multi-cultural environment and ability to create a team-based participatory working environment. • Excellent report writing, analytical and computer skills • Professional experience of at least 5 years. 	(15 max)

Scoring: 5 points for 5 -10 years of Experience, 10 points for 10- 15 years of experience, 15 points for 15 years of experience and above	
References/Proof of Similar work done Similar work done (experience in delivering projects of a similar nature and scale in the timeline specified) as Lead Consultant in the last five (5) years Scoring: 3 points per reference. Min 3 references	(15 max)

The minimum technical score required to pass is 56 Points (80%)

Stage 3: Financial Proposal

Mandatory Requirement	Points (20)
Detailed itemised Financial Proposal covering all scope of services and work to be performed under the contract Scoring: Itemised costing as per project deliverables =5 points; non-itemised costing= 2.5 points	5
Financial offer Scoring: Within budgetary provisions = 15; outside budgetary provisions by 25% or less = 10; outside budgetary provisions by more than 25% and less than 50% = 5; outside budgetary provisions by more than 50%=0	15

Margin of Preference

National Preference

Procurement	Margin of Preference
Namibian Shareholding	3%
Service rendered by Namibian (Key Employees)	4%
Services rendered by Namibian Employees	3%
Total	10%

6. Rights of the National Planning Commission

- (a) Please note that the **National Planning Commission** is not bound to select any of the consultant submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Windhoek for those outside, is not reimbursable as a direct cost of the assignment.

7. Duration of Assignment

The indicative starting date of the assignment is March 2026. The assignment is for 5 months.

It is estimated that the contract will cover the period from after acceptance of Purchase Order/letter of award signing until when the final report is submitted to NPC. You should base your financial proposal on this timelines. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

8. 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 National Planning Commission will make its best efforts to finalize the agreement within this period.

9. Prices and Currency of Bids

Bids shall be fixed in Namibian Dollars.

10. Commencement date of Assignment

The indicative starting date of the assignment is March 2026, the contract will cover the period of five (5) months from signing of contract until when the final report is submitted to NPC.

11. Tax Liability

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

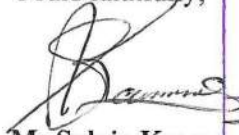
- (a) payments to the consultant in connection with carrying out this assignment;
- (b) equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign consultants). and
- (c) property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

12. 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.

13. The National Planning Commission would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



Ms Sylvia Kaune



Secretary: Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to consultant.

Annexure 3: Scoring sheet for Technical proposal

Annexure 4: Consultancy service contract

Annexure – 1

TERMS OF REFERENCE (TOR) FOR THE CONSULTANCY ON THE NATIONAL HUMAN RESOURCE DEVELOPMENT PLAN 2026-2036

Contracting Authority

The Government of the Republic of Namibia represented by the National Planning Commission

Duration of the contract

The contract will cover the period of 5 months from signing the contract until when the final report is submitted to NPC.

VI. Specification of Input

The consultant shall provide detailed financial and technical proposals, placed in separate sealed envelopes.

The **technical proposal** shall take on the flow as suggested below:

- Executive Summary
- Project Scope understanding
- Approach and Methodology
- Preliminary Project Plan with timelines.
- Previous experience in conducting evaluations of medium to long term plans/interventions (CV, Qualifications, & at least three References).

The **financial proposal** should indicate:

Detailed financial proposal articulating the cost per item and overall total costs for each proposal tendered for.

Note: The total costs submitted for the work, should be inclusive.

*Note: Submissions will **NOT** be evaluated solely on the basis of lower cost.*

The bids are to be submitted before or on the **27 February at 11:00**.

Language Requirement

- Excellent English writing and communication skills.

VIII Intellectual Property

Ownership and copyright of the formulation of National Human Resource Development Plan will be the sole and exclusive property of the National Planning Commission.

VIII Supervision and contact

THE PERSON RESPONSIBLE FOR THE SUPERVISION OF THE ASSIGNMENT WILL BE MR. SYLVESTER MBANGU, CHIEF: NATIONAL DEVELOPMENT ADVICE.

THE PERSON RESPONSIBLE FOR ALL SUBJECT MATTER RELATED TO THE ASSIGNMENT WILL BE: MS. HABANI MUNYUNGANO, DEPUTY CHIEF: NATIONAL DEVELOPMENT ADVICE.

Annexure - 2

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 (Form F-3).
 - (iii) Any comments or suggestions of the consultant on the Terms of Reference (TOR).
 - (iv) A description of the way the consultant would plan to execute the work.
 - (v) The consultant comments, if any, on the data, services and facilities 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 submission of the bid to be accompanied by the completion of Form F1-Bid submission Form. The proposals shall be submitted in one (1) original and Two (2) copies.

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 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 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.

EXPECTED TANGIBLE AND MEASURABLE OUTPUTS

- (a) INCEPTION REPORT OUTLINING THE WORK PLAN, METHODOLOGY AND TIMELINE.
- (b) THE 2010-2025 NATIONAL HUMAN RESOURCE REVIEW REPORT
- (c) A DRAFT NATIONAL HUMAN RESOURCE DEVELOPMENT PLAN 2026-2036 WITH FINDINGS AND IMPLEMENTATION TOOLS PRESENTED TO STAKEHOLDERS.
- (d) FINAL NHRDP 2026-2036 INCLUDING THE STRATEGIES PRESENTED TO STAKEHOLDERS

- (e) IMPLEMENTATION PLAN OF THE NHRDP.
- (f) FINAL NATIONAL HUMAN RESOURCES PLAN FOR 2026/2036 (ELECTRONIC COPY).

(V) DELIVERABLES

FINANCIAL PROPOSAL, PHASES, DELIVERABLES AND TIMELINES

THE CONSULTANTS SHALL BE PAID THE CONSULTANCY FEE UPON COMPLETION OF THE FOLLOWING MILESTONES AND FULLY ACCEPTED DELIVERABLES BY BOTH.

	PHASES, DELIVERABLES	CONTENT	NUMBER OF MONTHS/DAYS
PHASE I – INCEPTION			
1.	INCEPTION REPORT AND DETAILED WORKPLAN SUBMITTED TO NPC	CLEAR OUTLINE OF THE UNDERSTANDING OF THE ASSIGNMENT. OUTLINE THE FORMULATION METHODOLOGY TO BE FOLLOWED.	5 DAYS
2.	THE 2010-2025 NATIONAL HUMAN RESOURCE REVIEW REPORT	SHOULD INCLUDE IDENTIFIED CHALLENGES	20 DAYS
3.	FIRST DRAFT NHRDP TO BE VALIDATED WITH STAKEHOLDERS	UPDATE NODSOM WITH CURRENT DATA DRAFT NATIONAL HUMAN RESOURCE DEVELOPMENT PLAN 2026-2036 WITH FINDINGS AND PRELIMINARY RECOMMENDATIONS	60 DAYS

3	SECOND DRAFT NHRDP TO BE VALIDATED BY STAKEHOLDERS AND SUBMITTED TO NPC	TO AUGMENT INFORMATION IN THE 1 ST DRAFT, INFORMATION FROM INTERVIEWS AND 1 ST VALIDATION WORKSHOP TO DETERMINE THE OPINIONS/PERCEPTIONS AND VIEWS OF STAKEHOLDERS WILL BE INCORPORATED. NHRDP AFTER BEING COMPILED WILL BE SUBJECTED TO 2 ND VALIDATION FOR DISCUSSIONS WITH STAKEHOLDERS FOR THEIR INPUTS AND THEREAFTER, RESUBMITTED.	5 DAYS AFTER FIRST VALIDATION
4.	FINAL VISION NHRDP	THE FINAL SUBMISSION WILL CONSIST OF THE FOLLOWING: 1.COMPREHNSIVE NHRDP (ELECTRONIC AND HARD COPY,PDF, EDITABLE AND POWERPOINT PRESENTATION) 2. FULLY UPDATED DEMAND AND SUPPLY MODEL 3. PAPER/MANUAL ON) GUIDELINES AND METHODOLOGIES FOR DATA COLLECTION. (ELECTRONIC AND HARD COPY, EDITABLE)	10 DAYS AFTER SECOND VALIDATION WORKSHOP

FORM F-1

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for the formulation of the Human Resource Development Plan

We _____ herewith enclose Technical and Financial Proposals for selection of consultancy for the formulation of the Human Resource Development Plan

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: _____

Appendix to Bid Submission Form

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

Date: *[Day|month|year]*

Procurement Ref No.: CS/RP/26-05/2025

To: National Planning Commission, Government Office Park

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:

.....
[insert signature of person whose name and capacity are shown]

Capacity of:

[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:

.....

[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____
[insert date of signing]

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*

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant:

Profession _____

Date of Birth _____

Nationality: _____

Membership to 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 five to 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 -10 years**

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

Item Number	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

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

FORM F-4

Cost Estimate of 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, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

Annexure 3: Request for Proposals for the Consultancy of the formulation of the National Human Resource Development Plan 2026-2036 (NHRDP)

1. EVALUATION CRITERIA

REQUIRED SKILLS AND EXPERIENCE OF HUMAN RESOURCE DEVELOPMENT EXPERT
<p>12.1 Education</p> <p><u>REQUIRED SKILLS AND EXPERIENCE OF THE LEAD CONSULTANT</u></p> <p>The successful candidate should have the following qualifications and skills/experience:</p> <ul style="list-style-type: none"> • An appropriate Masters degree or PhD in labour economics, Development Studies, Statistics and Modelling or other relevant Social Science with emphasis on Human Resource Planning and Organizational Development from a recognized university and related professional experience of at least 10 years. <p>12.2 Experience, Skills and Competencies</p> <ul style="list-style-type: none"> • Proven track record of excellent working experience in HR Planning Modeling. • Broad experience of working with HRP Model forecasting. • Professional competence in, at least, one of the following areas: economic policy analysis, development management, national statistics. • Excellent computer skills with a proven track record in data management and processing or superior computer skills (i.e. Excel, SPSS and other research packages); • Excellent communication skills and ability to communicate fluently in English (written and spoken). • Demonstrated ability to transfer skills. • Demonstrated strong research and analytical skills and capacity to play an effective role in the generation and sharing of knowledge for capacity building. • Capacity to work in a multi-cultural environment and ability to create a team-based participatory working environment. • Excellent report writing, analytical and computer skills.

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

TABLE OF CONTENTS

		Page
Preamble		3
Article I	Scope of Services	15
Article II	Commencement of Services and Duration of Contract	15
Article III	Duties of the Consultant	16
Article IV	Payment for the Services.....	17
Article V	Confidentiality and Ownership of Documents	17
Article VI	Assignment and Sub-Contracting	17
Article VII	Liability of the Consultant	18
Article VIII	Force Majeure	18
Article IX	Termination of Contract.....	19
Article X	Dispute Settlement	19
Article XI	Modification or Amendment.....	20
Article XII	Effective Date.....	20
Article XIII	Channel of Communications and Notices	21
Article XIV	Governing Law.....	22
ANNEX I	Terms of Reference	
ANNEX II	Contract Amount and Method of Payment	

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

Services.

ARTICLE VII
LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII
FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than *[insert no. of days]* days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

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

ARTICLE XI
MODIFICATION OR AMENDMENT

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

ARTICLE XII
EFFECTIVE DATE

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

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

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

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference
Annex 2 - Contract Amount and method of payment