



**Request for Proposal
for the**

**PROVISION OF CONSULTANCY SERVICES: JOB EVALUATION AND
SALARY GRADING FOR FISHCOR AND ITS SUBSIDIARIES**

Issued Date: 07 August 2023

Closing date and time for bids: 07 September 2023 at 12h00 Noon

Deadline for request for clarifications: 24 August 2023

Proposals submission address: fishcorprocurement@seaflower.com.na

Table of Contents

1: Letter of Invitation	Error! Bookmark not defined.
2. Terms of Reference.....	8
3. Supplementary information for Consultants.....	Error! Bookmark not defined.
4. Draft contract under which service will be performed	16

Request for Proposal

LETTER OF INVITATION

Dear Prospective Consultant,

Subject: Request for Proposal for the Provision of Consultancy Services - Job Evaluation and Salary Grading Review for FISHCOR and its Subsidiaries

1. You are hereby invited to submit technical and financial proposals for consultancy services required by FISHCOR and its Subsidiaries (hereinafter “Company”) for the conduction of a job evaluation and salary grading system review which could form the basis for future negotiations and ultimately, a contract between you and FISHCOR.
2. **The purpose of this assignment is to:**
 - (a) acquire the services of a consultant to provide job analysis, job evaluation and job grading services to FISHCOR and its Subsidiaries.
 - (b) The duties will include, but are not limited to:
 - (i) Review and, where deemed necessary, develop job descriptions for all the roles within FISHCOR and its Subsidiaries.
 - (ii) Conduct a Job Evaluation and formulate a Job grading system.
 - (iii) Conduct Remuneration benchmarking and recommend a suitable remuneration structure.
 - (iv) Compile Final report with clear recommendations on the above deliverables for FISHCOR and its Subsidiaries.
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 FISHCOR Head Office, Industrial Road, Luderitz.
5. E-mail: fishcorprocurement@seaflower.com.na
6. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.
7. **Eligibility**
 - (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
 - (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction

and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

- (c) 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.

8. Eligibility Criteria

For the proposal to be eligible, the bidder must attach the following mandatory documents:

- (a) A certified copy of the Company Registration Certificate, clearly indicating shareholders and principals contact details (Ministry of Industrialisation and Trade) - Attached certified copies of all Namibian shareholders Identification document or passport.
- (b) A valid original or certified copy of the company's good standing Tax Certificate (NamRA).
- (c) A valid original or certified copy of the company's good standing Social Security Certificate (Social Security Commissioner).
- (d) A valid certified copy of Affirmative Action Compliance Certificate, or 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.
(In the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued.)
- (e) A Written Undertaking in compliance with Section 138 (2) of the Labour Act, 2007.
- (f) Submit signed Bid Submission Form.

9. Submission of Proposals

The proposals from the consultants shall be submitted in two separate envelopes marked Technical Proposal and Financial Proposal respectively, with each envelope containing **1x Original + 1x Copy**, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". **The proposals must be submitted to FISHCOR Head Office, Industrial Road, Lüderitz**, and must be deposited in the Bid Box at reception **on or before Thursday, 07 September 2023 at 12h00 noon (Namibian Time)**.

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

10. 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.

Technical Evaluation Criteria (70 points)

Bidders are required to obtain a minimum score of 50 points to be considered technically compliant. The technical proposal will be assessed on the following criteria:

Technical Evaluation Criteria (Stage 2)		
No	Item description	70 Points
1	Consultant Track record	(20)
	Experience in	
	<ul style="list-style-type: none"> • Reviewing and developing Job descriptions • Job Evaluation and formulate a Job grading system • Salary scale/Remuneration benchmarking Attach a list of previous and current relevant clientele with the following information: <ol style="list-style-type: none"> a) A detailed company profile provides a portfolio describing the nature of the business field of expertise, certifications and accreditations. Any relevant and related work and assignments delivered by the Consultant. b) Business addresses (contact persons, Telephones numbers, email as well as demographic information such as employees and physical facilities such as offices. c) An outline of recent experience on a comparable project executed in the last five (5) years. 	
2.	Adequacy and quality of the proposed methodology and work plan in responding to the terms of reference (TORs) A description of the way the consultant would plan to execute the work	(20)
	The number of points to be assigned for this criteria shall be determined considering the following: <ol style="list-style-type: none"> a) The methodology is clear and complete: all key deliverables, resources mobilized, list of activities, risks and assumptions are included. b) The sequencing and timing of activities must be well defined, indicating that the tenderer has optimized the use of resources and that the work plan permits flexibility to accommodate contingencies and risks. c) The proposal is specifically tailored to address all scope of work objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The work plan is detailed, realistic and in line with the TORs and proposed methodology d) The proposal details ways to improve the project outcomes and the quality of the outputs. The proposal has included value-added services that are relevant to the project. 	

3.	Key Consultant's Qualifications and Competence for the Service The number of points to be assigned for this criterion shall be determined considering the following:	(30)
	1. Position: Lead consultant a) General qualification in the related field (such as Diploma, Degrees, and post-graduate qualifications relating to Job evaluation and grading. <i>Kindly attach proof of certified copies of qualifications</i> b) Relevant experience in Human resources c) Number of years' of experience	15
	2. Position: Team members a) General qualifications in the related field (such as Diplomas, Degrees, Postgraduate qualifications relating to Job evaluation and Grading) b) Relevant experience in Human resources c) Number of years' experience	15
4.	Total	(70)
Stage 3. Financial Evaluation		
Only Bids that have passed with a minimum technical score of 50 points shall have their prices evaluated. The lowest price from the technically compliant Bids will be recommended for an award.		

11. Rights of FISHCOR

- (a) Please note that FISHCOR 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.

12. Duration of Assignment

It is estimated that the duration of the assignment shall be for a period of *3 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 rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

13. Validity of Proposal

You are requested to hold your proposal valid for ninety (**90**) *days* from the deadline for submission of proposals during which period you will maintain without change, your proposed price. FISHCOR will make its best efforts to finalize the award and subsequent agreement within this period.

14. Commencement date of Assignment

You will be expected to take up/commence with the assignment within 10 days from date of signature of the agreement.

15. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but **Seaflower Whitefish Corporation Ltd** (FISHCOR's main subsidiary) 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*).

16. 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.

17. FISHCOR and its Subsidiaries would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Laetitia Beukes
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 (TOR)

Part 1. Background

FISHCOR, which is a holding company, and its subsidiaries is responsible for the catching, processing and marketing of fish and fishery products. FISHCOR was founded on 27 December 1991 in accordance with the National Fishing Corporation of Namibia Act, 1991 (Act No. 28 of 1991) which paved the way for the establishment of the subsidiaries to carry on the business of commercial fishing and fish processing, and the marketing and exporting of fish and marine products.

The group has an outdated Patterson grading system with the last update being 15 years ago. The salary grading system is of critical importance as it will provide a framework for compensation by defining the amount of pay applicable at each grading level, *inter alia*.

In addition to the above, the organisation has 96 roles in its organisational structure, some roles with outdated job descriptions and others with no definitive role descriptions at all. There is, therefore, an urgent need to conduct a job evaluation and to, subsequent thereto, compile or amend job descriptions.

Part 2. The Services

The Consultant is required to provide specialized skills in the following:

1. Review current and, where required, develop Job descriptions/Job profiles for all roles within the organisation
 - a) Meeting with the FISHCOR project management team to discuss the Consultancy's expected outcome; and
 - b) Work plan
2. Conduct a Job Evaluation to determine the appropriate grade for all positions.
3. Formulate a Job grading system
4. Development of a salary scale in line with the Patterson grading system
5. Remuneration benchmarking and recommend a suitable remuneration structure.
6. Deliver a detailed consultancy outcome report to EXCO for final approval.
7. Any other additional assignment as might be agreed upon between the parties in writing.

Part 3. Facilities to be provided by FISHCOR

No facilities will be provided to the consultants for this assignment. The consultant must thus make their own arrangements for any facility requirements. FISHCOR shall provide the consultant with all relevant available information in its possession. The consultant will be required to use own resource such as internet for the assignment.

Part 4. Contract duration and fees

1. The Consultant/Consulting Company will be hired for an estimated duration of three (3) months, starting within ten (10) days from the date of signing the consultancy agreement/contract.
2. Detailed deliverables and timelines shall be included in the agreement and must form part of the proposal to be submitted.

3. Payment

1. The full cost of this consultancy must be incorporated in the proposal to be submitted by the potential consultant/ consulting Company.
2. The cost should be for the actual work to be done for the assignment. Payments are thus output based, and not based on time spent. The final payment schedule will be negotiated between FISHCOR and the Consultant.
3. Travel where applicable will be paid as per FISHCOR's Travel and Daily Subsistence Allowance (DSA) Policy.

Part 5. Deliverables

The following will be the deliverables for the assignment:

1. Inception Memo
2. First Draft Report
3. Final Report

The consultant will be required to act diligently and professionally, and will ensure that the assigned task is delivered on time. H/She will provide project progress reports to the company and all reports shall be submitted in the format prescribed by FISHCOR hereinbelow, and shall be subject to the final approval of FISHCOR.

Part 6. Reports

6.1 Reporting requirements and time deadlines to be met

All reporting shall be provided in written English. Submission by electronic means is acceptable for all except the Final Report which must be provided in printed form (3 copies). The final report (s) will be provided in book bound format, paperback. Format for all deliverables: electronic files WORD and/or EXCEL. Files to be forwarded by E-mail or CD-ROM or FTP.

6.2 Submission and approval of reports

The Consultant shall on the basis of the comments, recommendations and requests provided by FISHCOR, amend the reports and resubmit them within the time indicated for receiving such comments.

6.3 Ownership of documents

All studies, reports, designs, drawings and related documents furnished by the Consultant shall become the property of FISHCOR. FISHCOR is entitled to dispose freely of this material as it deems necessary. The Consultant shall not have the right to publish any information gathered during this assignment, or to divulge it to any third party without FISHCOR's consent.

Part 7. Submission of Proposals

The consultants should submit proposals covering the following:

- 7.1 Consultancy understanding of the terms of reference
- 7.2 Consultancy methodology specifying the approach to be adopted prior, during and after the study
- 7.3 Work plan for carrying out different aspects of the service to be rendered
- 7.4 Company profile stating the company background, size of staff, directors, and services offered
- 7.5 List of recent engagements that demonstrate the consultant's relevant capabilities
- 7.6 Proposed team to be assigned to this project including qualifications and previous experience in assignments of similar nature
- 7.7 At least three (3) professional references for work that was performed similarly to that requested in this RFP
- 7.8 Tax inclusive fee estimates to be submitted separately

Annexure - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals**
 - (i) Curriculum Vitae of Consultant and individual member(s) (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) At least three (3) reference letters of similar work done.
 - (iv) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
 - (v) A description of the manner in which the Consultant would plan to execute the work, including timelines.
 - (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 a summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and *three 3 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 14 days of receipt.

BID SUBMISSION FORM

From: _____

To: _____

Request for Proposal for the Provision of Consultancy Services - Job Evaluation and Salary Grading Review for FISHCOR and its Subsidiaries

I/We _____herewith enclose Technical and Financial Proposals for selection as Consultant for FISHCOR and its Subsidiaries.

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	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

CONTRACT

No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

FISHCOR

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 *National Fishing Corporation of Namibia Limited* [hereinafter called "FISHCOR"] and *[insert consultants name]* (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS FISHCOR 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 FISHCOR.

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 FISHCOR
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from FISHCOR 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 FISHCOR in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of FISHCOR in accordance with the Terms of Reference and at such intervals as FISHCOR 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 FISHCOR 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. FISHCOR shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

- 4.1 FISHCOR 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 FISHCOR.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for FISHCOR under the Contract shall belong to and remain the property of FISHCOR. 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 FISHCOR, 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 FISHCOR 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 FISHCOR may, at its option, terminate this Contract when it is in the interest of or for the convenience of FISHCOR *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 FISHCOR 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, FISHCOR 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 FISHCOR 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, FISHCOR 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 FISHCOR shall be the Accounting Officer of FISHCOR.

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 FISHCOR

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

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 FISHCOR

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment