PROCUREMENT MANAGEMENT UNIT

REQUEST FOR PROPOSAL

FOR

REQUEST FOR CONSULTANCY SERVICES TO CONDUCT A SCOPING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) WITH A DETAILED BIODIVERSITY SPECIALIST STUDY FOR THE PROPOSED INSTALLATION, OPERATION, MAINTENANCE, AND EVENTUAL DECOMMISSIONING METEOROLOGICAL MASTS TOWERS IN THE TSAU //KHAEB NATIONAL PARK (TKNP)

Procurement No: SC/RP/ EIF-NGH2P-01/2026

Name of Bidder		
E-mail Address		
Postal Address		
Contact Phone Number	**Work:**	**Mobile:**
Contact Person		

Client: Environmental Investment Fund of Namibia (EIF) on behalf of the Namibian Green Hydrogen Programme (NGH2P), Physical Address: 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek, P O Box 28157, Auas Valley, Windhoek, Tel: +264 61 431 7700

Request for Proposal

LETTER OF INVITATION

Dear Sir,

Subject: Request for consultancy services to conduct a Scoping Environmental and Social Impact Assessment (ESIA) with a detailed Biodiversity Specialist Study for the proposed installation, operation, maintenance, and eventual decommissioning Meteorological Masts Towers in the Tsau //Khaeb National Park (TKNP)

1. You are hereby invited to submit technical and financial proposals for consultancy services to conduct a Scoping Environmental and Social Impact Assessment (ESIA) with a detailed Biodiversity Specialist Study for the proposed installation, operation, maintenance, and eventual decommissioning Meteorological Masts Towers in the Tsau //Khaeb National Park (TKNP) for the the Environmental Investment Fund (EIF) on behalf of the Namibia Green Hydrogen Programme (NGH2P), , which could form the basis for future negotiations and ultimately, a contract between you and the Environmental Investment Fund of Namibia (EIF).

2. The purpose of this assignment is to:

    a) The objective of this consultancy is to conduct a full ESIA Scoping Assessment, complemented by a detailed Biodiversity Specialist Study on identified sites within the TKNP.

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 the EIF- Procurement Management Unit at nghp.procurement@EIF.ORG.NA . Requests for clarifications should be received 5 days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

6. **Eligibility**

(a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

(c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

(d) Consultants should submit with their Technical Proposals the following mandatory documents.

1. valid Certified copies of either:
    i. certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.

    ii. certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia

    iii. document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or

    iv. partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements.

2. have a valid original or certified copy of an original good Standing NAMRA Tax Certificate, (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),
3. have a valid original or certified copy of an original good Standing Social Security Certificate (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))
4. have a valid original or certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),
5. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws. ***The written undertaking should be on the company's letterhead and duly signed by the person(s) authorized to sign the proposal.***

ADDITIONAL REQUIREMENTS ARE LISTED IN THE EVALUATION CRITERIA.

7. Submission of Proposals

The proposals shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **Friday, 27 November 2026 at 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek at 12h00.**

8. 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 70 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.

9. Rights a Public Entity

(a) Please note that the Environmental Investment Fund of Namibia 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.
(c) This procurement is donor-funded, and the award of the contract shall be subject to the availability and confirmation of sufficient donor funding. The client reserves the right not to proceed with the award should the required funds not be available.

10. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of **70 working days, to be completed over four (4) months period**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is extended.

11. Validity of Proposal

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

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in ***January 2027***, you will be expected to take up/commence with the assignment in **three (3) days**' time.

13. Tax Liability

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

14. 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.

15. Conformation of Invitation to submit proposal

We should appreciate it if you would inform us by facsimile:

(a) your acknowledgment of the receipt of this Letter of Invitation within *[insert no. of days];* and
(b) further indicate whether or not you will be submitting the proposal.

16. The Environmental Investment Fund of Namibia would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

D.H. Hamukwaya

Secretary to the Procurement Committee

Enclosures:
Annexure 1: Terms of Reference.
Annexure 2: Supplementary Information to Consultant.
Annexure 3: Draft contract under which service will be performed.

Annexure – 1

1. THE ASSIGNMENT

This assignment calls for a Scoping Environmental and Social Impact Assessment (ESIA) with a detailed Biodiversity Specialist Study, for the proposed installation, operation, maintenance, and eventual decommissioning (for relocation) of up to 10 (ten) Met Masts in the Tsau //Khaeb National Park (TKNP). Due to the location of the target area which is located in a protected area with very limited economic activity and no human settlements, no other specialist studies are required (other than the detailed Biodiversity Specialist Study).

Therefore, this Scoping ESIA with a Biodiversity Specialist Study, should include but may not be limited to (1) Literature Review of available reports and relevant documents, (2) Baseline assessments, (3) Biodiversity Specialist Study, with a Management Plan, (4) Stakeholder Engagement that will include: Stakeholders Mapping, consultation meetings with key Interested and Affected Parties, Park's Management, Concession Holders, Hyphen Hydrogen Energy, active research projects in the TKNP, etc., and (5) detailed ESIA Report including Biodiversity Specialist Study, and an Environmental and Social Management Plan (ESMP) for all the phases of the proposed project.

2. BACKGROUND

The Namibia Green Hydrogen Programme, through the Environmental Investment Fund of Namibia (EIF), is planning to undertake a Met Mast Campaign in the Southern Corridor Development Initiative (SCDI) in the //Kharas Region with a specific focus on the TKNP.
The results of this Met Mast Campaign will inform potential further tenders on State Land for renewable energy (RE) production for electricity generation and/or production of Green Hydrogen to power green industrialisation in Namibia and/or for export of derivatives including green ammonia.

A Scoping Study for the siting of the MET Masts is currently in progress as undertaken by Norconsult. Relevant reports related to this scoping work will be available to interested bidders for the Scoping ESIA to support the Met Mast Campaign.
The equipment for the Met Mast Campaign, a total of 10 Met Masts with related equipment, has been procured by the EIF for the NGH2P and will be delivered to Namibia latest by early 2027. These Met Masts are at least 100 metres in height and are equipped with the following sensors and instruments:

The equipment for the Met Mast Campaign has been procured by the EIF for the NGH2P under the Daures-Geonet procurement package and will be delivered to Namibia by early 2027. These Met Masts are at least 100 metres in height and are equipped with the following comprehensive suite of sensors, instruments, and monitoring systems:

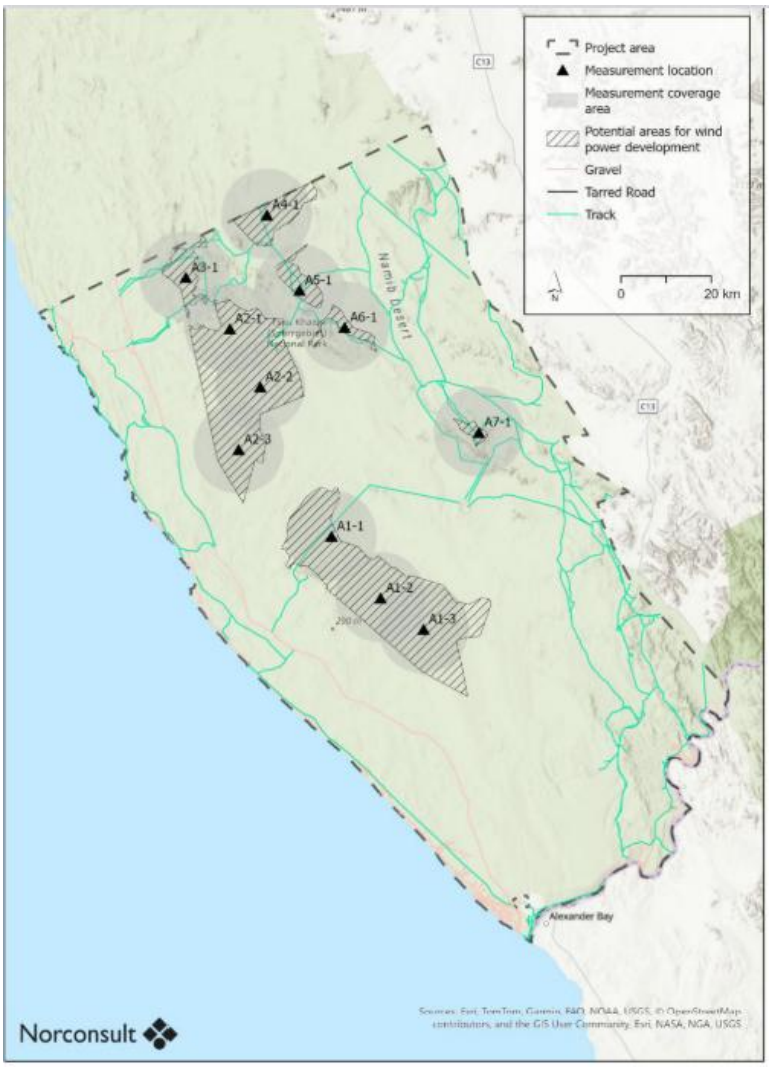
This project will deployeight (8)) IEC 61400-12-1 compliant meteorological masts constructed from hot-dip galvanized steel lattice sections, each anchored with twelve (12) steel dead-man foundations and stabilized using multi-level guy wire arrays. Each mast incorporates a full suite of calibrated wind and environmental sensors, including Thies First Class Advanced II cup anemometers installed at 120 m, 116 m, 100 m, 80 m, and 60 m, Thies First Class X anemometers at 116 m and 80 m, and Thies First Class TMR wind vanes positioned at 113 m, 76 m, and 56 m. A 3D ultrasonic anemometer is mounted at 15 m to capture high-frequency turbulence and three-axis wind vectors. Environmental instrumentation includes Galltec KPC temperature–humidity sensors at 113 m and 10 m, a Thies barometer with a 113 m cable for pressure measurements, and a CMP10 pyranometer for solar irradiance monitoring. All sensors interface with a Meteo42-L data logger housed in an over-voltage-protected steel cabinet, powered by an autonomous 12V/80Ah solar system and supported by a BGAN 9502 satellite communication unit for continuous remote data transfer. The masts are equipped with aviation safety lighting (six single lights and one dual top light per mast), warning spheres, lightning protection, anti-climbing barriers, and IEC-compliant top and side booms to ensure accurate, low-distortion measurements.

Collectively, this instrumentation provides high-resolution wind speed, direction, turbulence, shear, atmospheric stability, and solar resource data essential for environmental baseline characterisation, micrositing, and long-term operational impact assessment within the ESIA.
Hence the Scoping ESIA with the Biodiversity Specialist Study is the final step for decision-making on the location of the Met Masts' siting in the TKNP and to guide the proposed installation, operation, maintenance and eventual decommissioning (for relocation) of the Met Masts after a period of 18-24 months. The full footprint of the Met Mast Campaign must be taken into consideration including likely access tracks or roads to allow for the installation, operation and maintenance of these Met Masts.

3. AIM AND OBJECTIVES

Against the above background, the overall aim of this assignment is to conduct a full ESIA Scoping Assessment, complemented by a detailed Biodiversity Specialist Study on identified sites within the TKNP (see Figure 1).

Figure 1: Locations of targeted sites for the ESIA (Norconsult 2026)



The following objectives must be met:

a) Comply with Namibia's Environmental Management Act (2007) and its regulations of 2012.
b) Ascertain existing environmental conditions on the sites to determine their environmental sensitivity.
c) Inform interested and affected parties, and relevant authorities of the details of the proposed development and provide them with an opportunity to meaningfully participate in the consultation process.
d) Assess the significance of issues and concerns raised.
e) Compile a report detailing all identified issues and possible impacts, stipulating the way forward, identifying specialist investigations required, beyond the Biodiversity Specialist Study.
f) Compile a Biodiversity Specialist Study that covers flora, fauna and avifauna impacts, accounting for access roads and micro-sitings in the seven (7) sites as indicated in Figure 1.
g) Outline management guidelines in an Environmental and Social Management Plan (ESMP) to minimize and/or mitigate potentially negative impacts.

4. ACTIVITIES AND TIMELINE

While the Consultant may add activities to support the required deliverables, the following key activities are anticipated.

- **Literature review:** Conduct an extensive desktop study on the subject matter, reviewing available literature and interviewing selected key resource persons (authors, researchers).
- **Stakeholder consultations:** Conduct Focus Group Discussions (FGD) with relevant stakeholders – both concerned and affected – on relevant topics related to Met Masts impacts, biodiversity management, park management, tourism activities within the park, research activities on rare and endangered species in the TKNP, etc.
- **Fieldwork:** Conduct baseline/reconnaissance field work to collect necessary data and information that will enable the preparation of a detailed ESIA Scoping Report and a detailed Biodiversity Specialist Study. The site visits should also aim to serve as a site reconnaissance to confirm access protocols, possible locations of field camps, etc. for all future field work that will be required for the project.
- **Documentation:** Drafting of reports and other deliverables (see Section 5 below).

The timeline for the implementation of the Scoping ESIA, including the Biodiversity Specialist Study, is maximum of four (4) months from the contract start date.

5. EXPERTISE & QUALIFICATIONS REQUIRED AND CONSULTANCY MANAGEMENT

5.1 Specific experience of the Consultants relevant to the assignment

The Consultant must have track record in successful ESIA coordination and implementation in desert and semi-desert environments as demonstrated by three (3) reference letters stating project scope and monetary value (minimum of N$1 million):

5.2 Key professional staff qualifications and competence for the assignment

5.2.1 The proposed Team Lead/Lead ESIA Practitioner must have master's degree in Biodiversity Management, Environmental Science or equivalent, and must have a minimum of 10 years proven experience in conducting biodiversity specialist studies in semi-desert and/or desert environments, preferably in Southern Africa and/or Namibia. Registration with the Environmental Assessment Professionals Association of Namibia (EAPAN) will be an added advantage.

5.2.2 The proposed **lead for the Biodiversity Specialist Study**, must have master's degree Biodiversity Management, Environmental Science or equivalent, and must have a minimum of 10 years proven experience in conducting biodiversity specialist studies in semi-desert and/or desert environments, preferably in Southern Africa and/or Namibia.

Please submit documentary evidence in the forms of qualifications certificates (original or certified copies), verifiable reference letters and any other information to substantiate the above requirements. Failure to submit documentary evidence will result in a zero score.

6. DELIVERABLES AND PAYMENT SCHEDULE

The following deliverables are expected against a fixed Payment Schedule:

Deliverable	% of Contract Value Payment
1. **Concise Inception Report** – including a workplan and stakeholder consultation plan with clear activities, steps, and timelines.	**25%**
2. **Detailed ESIA Scoping Report (including Biodiversity Specialist Report), Detailed ESMP, and other annexures** as required by the Environmental Commissioner to secure an Environmental Clearance Certificate. The Detailed Biodiversity Specialist Study and its Management Plan are included as an annexure.	**45%**
3. **Environmental Clearance Certificate** The Consultant is expected to register the ESIA and make the formal submission for the ECC, including all required documentation for the expedient review of the application by the Environmental Commissioner. *An after-contract service is expected whereby the Consultant avails itself to provide clarifications or additional information/documentation in support of the ECC application, however additional payment is not available.*	**20%**
4. **Project File** The Environmental Investment Fund of Namibia (EIF) requires full copyright of all produced deliverables incl. photographs and audio files. The Consultant will grant (EIF) full rights to distribute the information produced and distribute through own communication channels. The Consultant agrees not to reproduce the developed materials for own/commercial use without the consent of the EIF.	**10%**
Total	**100%**

A maximum of seventy (70) expert consulting days will be allowed to undertake the above outlined tasks. This includes the expert days of a lead Consultant and support staff. Each expert day may be broken down into several days if assigned to support staff quoted at lower rates, as applicable.

A total of maximum of twenty (20) traveling days are applicable for both the field work and for stakeholders' consultations. Road travel is estimated to be not more than 10,000 km within Namibia, between Windhoek, Lüderitz and TKNP.

7. ROLES OF THE EIF AND THE NAMIBIA GREEN HYDROGEN PROGRAMME (NGH2P)

The EIF oversees procurement and payments while NGH2P takes care of the day-to-day contract management.

NGH2P will provide the Consultant with the following services:

a) Assist the consultant with accessing relevant documents/information not in public domain.

b) Establish contact between the consultant and:
- Ministry of Environment, Forestry and Tourism (MEFT).
- Ministry of Industries, Mines and Energy (MIME).
- Hyphen Hydrogen Energy.
- Relevant key resource persons and stakeholders.

c) Approve final deliverables and related invoices.

Note that the Consultant will be responsible for securing all relevant MEFT's entry permits and Restricted Area Permits (RAP) from the authorities.

8. Evaluation Criteria

8.1 ELIGIBILITY EVALUATION

No	Eligibility Requirements.	Yes	No
1.1	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?		
1.2	Does the bidder appear on any of the development bank ineligibility lists as follows: • Procurement Policy Unit		

	www.mof.gov.na/procurement-policy-unit • African Development Bank https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures • Asian Development Bank, http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999 • European Bank for Reconstruction and Development, http://www.ebrd.com/pages/about/integrity/list.shtml • Inter-American Development Bank Group, http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html • World Bank Group, http://www.worldbank.org/en/projects-operations/procurement/debarred-firms		
1.3	Has the bidder submitted a Certified copies of either: (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia. (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia. (iii)document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or		
1.4	Has the Bidder provided a valid original or certified copy of an original Good Standing NAMRA Tax Certificate; ➢ **The certificate should be valid at the deadline of submission of bid.** ➢ **Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963** - ***For Namibian bidders only*** ***In the case of Joint Ventures (JV), each JV partner must comply with the above.***		

1.5	Has the Bidder provided a valid original or certified copy of an original Good Standing Social Security Certificate? ➢ **The certificate should be valid at the deadline of submission of bid.** ➢ **Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963** - ***For Namibian bidders only*** ***In the case of Joint Ventures (JV), each JV partner must comply with the above***		
1.6	Has the Bidder provided 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; ➢ **The certificate should be valid at the deadline of submission of bid** ➢ **Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963** ➢ **In the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer did submit the report from the period following the date when the certificate was issued should be submitted with the technical proposal** - ***For Namibian bidders only*** - ***In the case of Joint Ventures (JV), each JV partner must comply with the above***		
1.7	An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; - ***For Namibian bidders only*** - ***In the case of Joint Ventures (JV), each JV partner must comply with the above***		

8.2 Technical Evaluation

To substantiate compliance with the following technical specifications, consultants are required to provide written technical proposals that speak to technical requirements as listed in the table below.

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals		
(i)	**Specific experience of the Consultant relevant to the assignment**	**Points**
	The Consultant must have track record in successful ESIA coordination and implementation in desert and semi-desert environments as demonstrated by three (3) reference letters stating project scope and monetary value (minimum of N$1 million): *Three reference letters **(15 points)*** *Two reference letters **(7.5 points)***	15
	Total Points for Criteria (i)	**15**
(ii)	**Adequacy of the proposed methodology and work planning responding to the Terms of Reference** *Consultants are expected to demonstrate an understanding of the terms of reference by provision the following*	**Max. points**
	(a) Technical approach and methodology ***Notes to the consultants:** In this Chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. (maximum 10 pages).*	20
	(b) Work plan, organization and staffing ***Notes to the consultants:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and*	15

	tables to be delivered as final output, should be included here			
			Total Points for Criteria (ii)	**35**
(iii)	**Key professional staff qualifications and competence for the assignment**			**Max. points**
	(a) Lead ESIA Practitioner	General Qualifications	Master's degree in environmental science or equivalent	10
		Relevant and adequate experience for the assignment: Track record of ten (10) years in ESIAs in semi-desert and desert environments that unlocked an Environmental Clearance Certificate.	10 years	15
		Added Advantage	Registered with the Environmental Assessment Professionals Association of Namibia (EAPAN)	5
			Total Points for Criteria (iii .a)	**30**
	(b) Biodiversity Expert	General Qualifications	Masters' degree in biodiversity management, environmental science or equivalent	10
		Relevant and adequate for the assignment: Track record of ten (10) years in Biodiversity Expert Studies for ESIAs in semi-desert and desert environments, including three (3) ESIAs that unlocked an Environmental Clearance Certificate.	10 years	10
			Total Points for Criteria (iii. b)	**20**
			Total Technical Score	**100**
			Minimum Total Technical Score	**70**

Please submit documentary evidence in the forms of qualifications certificates (original or certified copies), verifiable reference letters and any other information to substantiate the above requirements. Failure to submit documentary evidence will result in a zero score.

9. Financial Evaluation

The financial evaluation will be as follows.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70 and

P = 30

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

10. Resources for Bidders

Interested bidders are encouraged to familiarize themselves with the following documentation (as listed in alphabetical order, not exhaustive):

1. Burke A (2020), "Criteria for biodiversity special value zones in the Sperrgebiet – plant endemism and species richness measures in practice", in Namibian Journal of Environment 4 A: 28-40.
2. Environmental Resource Management (ERM), as contracted by the Environmental Investment Fund for the Namibia Green Hydrogen Programme (2026), for the Ministry of Environment, Forestry and Tourism, "Strategic Environmental and Social Assessment for Green Energy Production and Industrialisation in the Southern Corridor Development Initiative (SCDI)", London, UK.
3. Ministry of Agriculture, Water and Rural Development (2001), "Groundwater in Namibia, an explanation to the Hydrogeological Map", Windhoek, Namibia.
4. Ministry of Environment, Forestry and Tourism (2020), "Management Plan Tsau //Khaeb (Sperrgebiet) National Park (2020/21 – 2029/30)", Windhoek, Namibia.
5. Ministry of Environment, Forestry and Tourism (2020), "Tourism Development Plan Tsau //Khaeb (Sperrgebiet) National Park (2020/21 – 2029/30)", Windhoek, Namibia.

6. Ministry of Fisheries and Marine Resources (2018), “Current Status Report: National Overview for Marine Spatial Planning & Knowledge Baseline for Namibia’s 1st Marine Spatial Plan. MFMR”, Windhoek, Namibia.

The following body of work will become available to the successful bidder and is expected to be built on post the contract signing phase:

7. Norconsult Phase 1 Area Screening and Exclusion Report: Establishes the initial desktop screening of candidate wind development areas, WRF numerical wind resource modeling at 150m hub-height, terrain slope evaluations, and preliminary park-wide environmental/social exclusion layers.
8. Norconsult & SLR Phase 2 Environmental and Social Baseline Assessment Report: Documents the July 2026 field-based reconnaissance (20 timed-meander searches, quantitative vegetation quadrats), updated TKNP biodiversity importance mapping, and revised exclusion zone boundaries across 7 candidate areas (1,605 km²).
9. Norconsult & SLR Phase 3 – Environmental and Social Screening Report (Assignment No. 52603958, Document No. 05, Revision J02, October 2026): Details the comparative Multi-Criteria Analysis (MCA) screening of 11 candidate met mast locations (A1-1 to A7-1), evaluating slope/terrain, biodiversity sensitivity, threatened flora, avifauna collision risks, water resources, and park zoning to establish site-scale verification priorities.
10. Norconsult Phase 3 Final Technical Report – Wind Resource Assessment and Met Mast Site Selection Study in TKNP (Assignment No. 52603958, Document No. 06, Revision B01, October 2026): Consolidates all technical phases, presenting indicative wind farm layouts (Vestas V162-7.2 MW reference turbines), P50 net Annual Energy Production (AEP) yield estimates, grid connection feasibility (Obib and Lüderitz substations), area prioritization (Areas 1, 2, 4, 5 as Category 1), and recommended mast prioritization.

Online resources include (listed in alphabetical order, not exhaustive) :

1. Brown Hyena Research Project: https://www.strandwolf.org
2. Chamber of Mines: https://chamberofmines.org.na
3. Hyphen Hydrogen Energy: https://hyphenafrica.com
4. Ministry of Agriculture, Fisheries, Water and Land Reform: https://mawlr.gov.na/https://mawf.gov.na
5. Ministry of Environment, Forestry and Tourism: https://meft.gov.na
6. Ministry of Industries, Mines and Energy: https://www.mme.gov.na
7. Namdeb: https://namdeb.com
8. Namibia Statistics Agency: https://nsa.org.na
9. Namibian Association of Community Based Natural Resource Management (CBNRM) Support Organisations (NACSO): https://www.nacso.org.na/about-nacso
10. Namibian Chamber of Environment: https://www.the-eis.com
11. World Wildlife Fund Namibia: https://www.wwfnamibia.org



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:……

Registration Number :.....

Vat Number: ……

Industry/Sector: ……

Place of Business:……

Physical Address:……..

Tell No.:……..

Fax No.:……

Email Address:……

Postal Address:……

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

…….....

Email Address:……..

2. PROCUREMENT DETAILS

Procurement Reference No.:……..

Procurement Description:…… ……

Anticipated Contract Duration: …….

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

……

3. UNDERTAKING

I ……*[insert full name]*, owner/representative

of ……*[insert full name of company]*

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

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

Signature: ……..

Date: ……..

Seal:…….

Please take note:

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

DECLARATION OF CONFLICT OF INTEREST

(For Bidders / Suppliers / Service Providers)

Procurement Reference Number _____

Procurement Description _____

Name of Bidder / Company _____

Registration Number: _____

Physical Address _____

Contact Person _____

Contact Details _____

1. Declaration

1.1 I/We, the undersigned, hereby declare that: 1. I/We have read and understood the provisions relating to Conflict of Interest as required by the Environmental Investment Fund (EIF) and applicable public procurement laws and regulations of the Republic of Namibia.

1.2 I/We declare that neither the bidder, its directors, shareholders, partners, nor key personnel have any direct or indirect personal, financial, business, or other interest with:

- o Any EIF staff member,
- o Any member of EIF Management, or
- o Any member of the EIF Board,

Except as disclosed below:

2. Disclosure of Interest (if applicable)

☐ No conflict of interest exists.

☐ A conflict of interest exists, details of which are disclosed below: _____ _____ _____

2.1 Name of EIF staff/Board/Management member: _____

2.2 Nature of relationship or interest: _____

(e.g. family relationship, business partnership, shareholding, consultancy, etc.)

2.3 Extent of interest (direct/indirect) _____

2.4 Any mitigating measures taken or proposed_____

_____

(Attach additional pages if necessary)

3. Undertaking

I/We undertake to:

• Immediately notify the EIF in writing should any conflict of interest arise during the procurement process or execution of any resulting contract.

• Accept that failure to disclose any conflict of interest may result in disqualification, termination of contract, or any other remedial action as deemed appropriate by the EIF.

I/We further confirm that the information provided in this declaration is true, correct, and complete to the best of my/our knowledge.

4.Authorised Signatory

Full Name: _____

Designation: _____

Signature: _____

Date: _____

Annexure - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

   (a) Technical Proposals ***(submitted in a separate envelope marked as " Technical Proposal")***
   - (i) Curriculum Vitae of Consultant (Form F-2).
   - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
   - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
   - (iv) A description of the manner in which the Consultant would plan to execute the work.
   - (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).

   (b) Financial Proposals

2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4) ***(submitted in a separate envelope marked as "Financial Proposal")***
3.

4. The proposals shall be submitted in one original.

Contract Negotiations

1. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.

2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

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

FORM F-1

BID SUBMISSION FORM

From: _____ To: _____

_____ _____

_____ _____

Hiring of Consultancy Services for *[insert title of assignment]*

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

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORM F-2

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.)

FORM F-4

Cost Estimate of Services[1]

Remuneration:

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

Sub-Total (Remuneration) _____

Out-of-Pocket Expenses[2] :

(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, porterage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

Annexure 3

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Namibia.

(b) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "Day" means calendar day.

(e) "Effective Date" means the date on which this Contract comes into force and pursuant to Clause GC 2.1.

(f) "Foreign Currency" means any currency other than the Namibian Dollars.

(h) "GC" means the General Conditions of Contract.

(g) "Government" means the Government of the Republic of Namibia.

(h) "Local Currency" means the Namibian Dollars.

(k) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.

(l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(m) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Republic of Namibia; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

(n) "Reimbursable expenses" means all assignment-related costs other

than Consultant's remuneration.

(o) "Dollars" means Namibian Dollars.

(o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(q) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(r) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

(s) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Language This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning and interpretation of this Contract.

1.5 Headings The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SC.**

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address **specified in the SC.**

1.7 Location The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Namibia or

elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity **specified in the SC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials **specified in the SC.**

1.10 Taxes and Duties

The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as **specified in the SC**.

1.11 Fraud and Corruption

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.

1.11.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

(i) "corrupt practice"[5] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[6] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[7] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

---

[5] "Another party" refers to a public official acting in relation to the selection process or contract execution.

[6] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

[7] "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

(iv) "coercive practice"[8] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Clause 3.6.

1.11.2 Commissions and Fees The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, **listed in the SC** have been met.

2.2 Termination of Contract for Failure to Become Effective If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as **specified in the SC,** either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date **specified in the SC.**

2.4 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date **as specified in the SC.**

2.5 Entire Agreement This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to

[8] A "party" refers to a participant in the selection process or contract execution.

make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposal for modification or variation made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event,

providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

(i) **2.9.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or

enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.

(f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termina-tion

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes about Events of Termina-tion

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within sixty (60) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

(ii) **3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

(a) The payment to the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's applicable procurement policies and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Liability of the Consultant

Subject to additional provisions, if any, **set forth in the SC,** the Consultants' liability under this Contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages **specified in the SC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

3.6.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.6.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client, if requested by the Client. The Consultant's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the prevailing sanctions procedures.)

3.7 Consultant's

The Consultant shall obtain the Client's prior approval in writing before

Actions Requiring Client's Prior Approval

taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

(c) Any other action that may be **specified in the SC**.

3.8 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 Documents Prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be **specified in the SC.**

3.10 Equipment, Vehicles and Materials Furnished by the Client

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.11 Equipment and

Equipment or materials brought into the Republic of Namibia by the

Materials Provided by the Consultants Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to

have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Republic of Namibia as is specified in Appendix C hereto.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If **required by the SC,** the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country

a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise **specified in the SC,** the Client shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Namibia.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

(f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Republic of Namibia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

(g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be **specified in the SC.**

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Republic of Namibia in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting

from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Client

(a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in the said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

(a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix E.

(b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix E, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.

(c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such

member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in Namibian Dollars is set forth in Appendix D.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in Namibian Dollars specified in the SC.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in Namibian Dollars, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenses

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.

(b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).

(c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).

(d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.

(e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 Currency of Payment Payments shall be made in the Namibian Dollars.

6.4 Mode of Billing and Payment Billings and payments in respect of the Services shall be made as follows:

(a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in Namibian dollars as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix F hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

(b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

(c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or

subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D, may be charged to the respective contingencies provided for in Namibian Dollars only if such expenditures were approved by the Client prior to being incurred.

(g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions **specified in the SC**.

Special Conditions of Contracts

Scoping Environmental and Social Impact Assessment (ESIA) with a detailed Biodiversity Specialist Study for the proposed installation, operation, maintenance, and eventual decommissioning Meteorological Masts Towers in the Tsau //Khaeb National Park (TKNP)

Procurement Reference No: SC/RP/EIF-NGH2P-1/2026

Environmental Investment Fund of Namibia (EIF), (or "Client") and……..(or "Consultant") agree to these special conditions (Special Conditions) to the Contract, the terms of which are incorporated into the Contract in their entirety. In the event of any ambiguity or contradiction between *Client's General Conditions of Contract* and the Special Conditions, the latter shall take precedence.

NUMBER OF GC CLAUSE	AMENDMENTS OF, AND SUPPLEMENTS TO, CLAUSES IN THE GENERAL CONDITIONS OF CONTRACT
1.4	The language is English.
1.6	The addresses are: **Client:** Environmental Investment Fund of Namibia (EIF), 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek, P O Box 28157, Auas Valley, Windhoek, Namibia Consultant:
1.9	The Authorized Representatives are: **For the Client:** Benedict Libanda **For the Consultant:** ……
1.10	**Taxes & Duties.** (a) The Client, Consultant, Sub-Consultants, and Personnel shall comply with all applicable laws and regulations of the Republic of Namibia, including but not limited to tax laws. (b) Furthermore, the Client and Consultant shall adhere to the provisions of the "Convention Between the Government of the United Kingdom of Great Britain and Namibia for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital Gains" (hereinafter referred to as the "Double Tax Agreement" (c) If withholding tax is required to be paid over to any tax authority in connection with this Contract,

	then the sum payable to the Consultant will be increased by an amount that will yield to Consultant the same amount it would have received had no withholding tax been paid.
2.1	Effective Date shall be: This Agreement shall become effective on the later of: (a) the date the last Party signs this Agreement; or (b) the date on which the first activity undertaken pursuant to this Agreement occurs.
2.2	The time period shall be **TBC**
2.3	The time period shall be **TBC**.
2.4	This Contract shall expire ……. after the Effective Date, unless terminated earlier in accordance with Clause GC 2.9.
3.2	**Conflicts of Interest**, shall be amended as follows - The Consultant shall employ stringent measures to prevent any conflicts of interest. In addition to performing initial conflict checks, the Consultant shall notify the Client immediately of any potential or actual conflicts of interest that may arise during the term of this contract. In order to mitigate the risk of a conflict of interest arising between Client and Consultant, Consultant agrees to perform a conflicts check on the team working on Client services and those teams undertaking any conflicting activities and shall, where applicable, implement Ethical Wall procedures including (i) a complete separation of the team acting for Client; and (ii) appropriate electronic security arrangements to prevent the sharing of confidential information as between such teams. Clauses 3.2.2 and 3.2.3 shall continue to apply in their entirety.
3.4	Liability of Consultant shall be deleted and replaced with – (a) **Liability of Consultant** shall be limited to as set out in the Contract and the Client's remedies shall be exclusively set out in the Contract. (b) The Consultant or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, shall in no event be liable to the Client or anyone claiming through them (including insurers) for any special, indirect, or consequential damages, of any kind or nature whatsoever. (c) The Consultant's total liability (whether under contract, in negligence or under any other law) to Client and anyone claiming through them (including insurers) shall be limited to the local currency equivalent of EUR1m. (d) This limitation shall not apply in the case of personal injury, death, gross negligence or wilful misconduct by the Consultant. (e) Nothing in this clause shall limit the Client's rights to claim for direct damages arising from a material breach of the Consultant's obligations under this Contract.
3.5	**Insurance coverage** shall be as follows:

	(a) The Consultant shall maintain policies of insurance for, Employer's liability with a limit of liability of EUR5m and the following types of coverage each with a limit of liability of EUR1m: (i) comprehensive general liability (public liability) and (ii) professional errors and omissions. (b) The Consultant shall provide the Client with certificates of insurance upon contract execution and notify the Client of any changes in coverage within 30 days. Additionally, the Consultant shall, at the Client's request, provide coverage details and the right for the Client to be named as an additional insured where feasible.
3.6	**Accounting, Inspection and Auditing**, the following clarification shall be added at the end of the clause - Any such audit shall be performed by an independent third-party auditor, mutually agreed upon by both Parties, to ensure impartiality. The Client shall bear the cost of the audit, except when the audit is initiated at the request of the Consultant, in which case the Consultant shall be responsible for covering the associated costs. The scope, frequency, and timing of such audits shall be agreed upon in advance, and the Consultant shall provide all necessary cooperation and access to relevant documents and records.
3.8	Not Applicable
3.9	Documents prepared by the Consultant to be the property of the Client shall be deleted and replaced with: (a) All plans, drawings, specifications, designs, reports, and other documents or deliverables prepared by the Consultant specifically for the Client under this Contract shall be the property of the Client, with the exception of any Background IP. Upon termination or expiration of this Contract, the Consultant shall promptly deliver all such documents to the Client, accompanied by a detailed inventory. The Consultant may retain a single copy of these documents solely for its internal records and reference, provided that such retention complies with confidentiality obligations under this Contract. The Consultant agrees not to use, distribute, or disclose these documents to any third party without the Client's prior written consent, except as required by law or regulatory authorities. (b) The Client acknowledges that the Consultant retains ownership of all intellectual property, methods, tools, and other work product ("Background IP") that were developed independently by the Consultant or its Affiliates prior to or outside of this Contract, including any enhancements or modifications to such Background IP made in the course of providing Services. Subject to full payment for the Services, the Consultant grants the Client a non-exclusive, royalty-free license to use this Background IP solely as incorporated in the deliverables, and solely for the purposes specified within this Contract.
4.1	**General** - the following clarification shall be added at the end of the clause - Other than pursuant to clause 4.1, no representation, warranty, condition or other term express or implied as to the quality or nature of the Services is given or accepted by the Consultant, and all such representations, warranties, conditions and other terms are excluded to the fullest extent permitted by Applicable Law.
5.1.g	shall be deleted and replaced with – Client shall be responsible for providing all reasonable assistance required by Consultant in connection with the Services, including any assistance specified Consultant's Proposal. In particular, Client will

<table>
<tr><td></td><td>provide Consultant with all information related to the Services in Client's possession, custody or control reasonably required by Consultant on request. Consultant has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of any information provided by, on behalf of or at the request of Client or any governmental authority to Consultant or anyone providing services for Consultant relating to the Services.</td></tr>
<tr><td>6.1.b</td><td>The ceiling in Namibian Dollars is:……, this amount may be varied in accordance with any variation to the scope of Services requested by either Party and/or in the event the Client or a party under its control fails to perform any of its obligations in a timely manner, in accordance with Clause GC 2.6.</td></tr>
<tr><td>6.2</td><td>Remuneration and Reimbursable Expenses, shall be deleted and replaced with -

(a) The Client shall pay the Consultant a Fixed Total Fee (remuneration) of …… for the complete performance of the Services as defined in this Contract. This fee includes all costs and expenses associated with the Services, including but not limited to personnel salaries, allowances, overheads, flights, local transport. meeting expenditure and any other costs incurred by the Consultant.

(b) The Fixed Total Fee (remuneration) shall be paid to the Consultant in stages upon satisfactory execution of the specified deliverables according to the following schedule: To be discussed with the successful consultnat.

<table>
<tr><th>PAYMENT</th><th>DELIVERABLE</th><th>% OF TOTAL FEE</th><th>AMOUNT (NAD)</th></tr>
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<tr><td></td><td><u>Total</u></td><td></td><td></td></tr>
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(c) For avoidance of doubt, "satisfactory execution" shall mean execution of each deliverable in accordance with the description and content as outlined in the Terms of Reference for this consultancy and the Inception Report which includes the agreed Detailed Work Plan.

(d) No adjustments to the Fixed Total Fee shall be made for any reason, including but not limited to inflation, currency fluctuations, salary indexation, or changes in personnel rates, except in instances pursuant to clause GC 2.6 and such adjustment shall not exceed 15% of the Fixed Total Fee.</td></tr>
<tr><td>6.4(a)</td><td>Mode of billing and payment:

Reference to advance payment and advance payment guarantee where it appears in this clause and elsewhere shall be omitted.</td></tr>
</table>

6.4(b)	shall be deleted and replaced with – As soon as practicable, after completion of each milestone and confirmation by the Client that the deliverable meets the requirements as set out in the Terms of Reference for this consultancy and the Inception Report which includes the agreed Detailed Work Plan, the Consultant shall, by email, submit, a valid invoice for the relevant milestone payment as set out in 6.2(b) above. Payment by the Client shall be made within 30 days of invoice.
6.4(c)	The interest rate is: 2% above the bank of England base rate. "sixty (60) days" shall be replaced by "thirty (30) days" payment shall be made within 30 days of receipt of a valid invoice in accordance with the provisions set out in 6.4(b) above.
6.4(d)	"ninety (90) days shall be replaced by "sixty (60) days".
6.4(e)	The accounts are: Remittance advice to:
8.2	**Disputes shall be settled by arbitration** in accordance with the following provisions: (a) Good Faith Negotiations: In the event of any dispute arising out of or relating to this Contract, including but not limited to issues of breach, validity, existence, or termination, either Party may serve written notice to the other Party to initiate a good faith negotiation dispute resolution process. The Parties agree to act in good faith and employ all reasonable efforts to resolve the dispute amicably through negotiations. (b) Arbitration Proceedings: (i) If negotiations are unsuccessful or do not commence within fourteen (14) Business Days from the date of the written notice (or within any longer period agreed to in writing by the Parties), the dispute shall be referred to arbitration in accordance with the **UNCITRAL Arbitration Rules** in effect at the time the dispute arises. (ii) The Parties shall endeavor to ensure that arbitration proceedings are conducted and concluded, where feasible, within sixty (60) Business Days of the arbitration being formally initiated. (c) Appointment of Arbitrators: The arbitration shall be conducted by two (2) arbitrators. The Parties shall jointly appoint the arbitrators in accordance with the **UNCITRAL Arbitration Rules**. If the Parties fail to agree on the arbitrators within ten (10) Business Days of one Party's written request for arbitration, the Parties shall jointly request a reputable arbitration institution [insert agreed-upon institution], such as the Law Society of Namibia, to appoint the arbitrators. (d) Initiation of Arbitration: The Party initiating arbitration shall submit a written request outlining the claim, any known counterclaims, and may propose suitable arbitrators. A copy of this request shall be provided to the other Party, who may submit written comments within seven (7) Business Days of receipt. (e) Venue and Language: The arbitration shall take place in **Windhoek, Namibia**, or at an alternative location mutually agreed upon by the Parties. The language of the proceedings shall be English.

	(f) Final and Binding Award: The decision of the arbitrators shall be final and binding upon the Parties. The arbitrators shall issue a written award, accompanied by detailed reasons for their decision. (g) Confidentiality: All evidence, submissions, and orders related to the arbitration, including this clause, shall be treated as confidential by the Parties, unless disclosure is explicitly permitted under the terms of this Contract, or the applicable law. (h) Default Judgment: The arbitrators may issue a default judgment in the event that a Party fails to submit required documents within the specified timeframe or fails to attend scheduled arbitration proceedings without reasonable cause. (i) Court Actions and Interim Relief: This arbitration clause shall not prevent either Party from seeking urgent or interim relief from a court of competent jurisdiction. Such relief may include compelling arbitration, obtaining interim protective measures, enforcing security, or enforcing the arbitrators' award. Consent to Court Order: Each Party irrevocably consents to the arbitrators' award being made an order of court and undertakes not to oppose such an application.