



PROCUREMENT MANAGEMENT UNIT

REQUEST FOR PROPOSAL

FOR

REQUEST FOR CONSULTANCY SERVICES TO STUDY TO GUIDE THE INTRODUCTION OF AN ENVIRONMENTAL LEVY ON THE SALE OF LEAD (PB) AMMUNITION FOR USE IN THE WILDLIFE SECTOR

Procurement No: SC/RP/ EIF-14/2025

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

Client: Environmental Investment Fund of Namibia (EIF), 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 study to guide the introduction of an environmental levy on the sale of lead (Pb) ammunition for use in the wildlife sector

1. You are hereby invited to submit technical and financial proposals for consultancy services to guide the introduction of an environmental levy on the sale of lead (Pb) ammunition for use in the wildlife sector for the Environmental Investment Fund of Namibia (EIF) which could form the basis for future negotiations and ultimately, a contract between you and the Environmental Investment Fund of Namibia (EIF). **The consultancy is open to both individual consultants and consulting firms or consortia.**
2. The purpose of this assignment is to:
 - a) Estimate, on the best available information, the current use of lead ammunition in the wildlife sector per year, per type, make and calibre of ammunition, and including components where people load their own bullets;
 - b) Obtain the current prices for the various kinds of lead ammunition.
 - c) Determine the corresponding types of non-lead ammunition that would replace lead ammunition, and their price, including those from overseas and South African manufacturers/suppliers;
 - d) Recommend an appropriate levy to be placed on lead ammunition (it can be different for different types and calibres) so that this income may be ring fenced to (a) cross subsidise the price of non-lead ammunition, (b) be used for an outreach, information sharing and education programme, and (c) fund ongoing research and monitoring of lead in the environment and impacts on human health;
 - e) Recommend an implementation process that would allow the collection of the levy most efficiently and cost-effectively, aligned with existing methods as closely as feasible.
 - f) Recommend simply, cost-effective monitoring systems to (i) track the change from lead to non-lead ammunition use in the wildlife sector, and (ii) track the income from the lead ammunition into the ring-fenced fund and the use of these funds for the three purposes outlined above.
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 Procurement@eif.org.na. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.
- 5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office: **www.mof.gov.na/procurement-policy-unit** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

For consulting firms or consortia

- (d) 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.
- (e) 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)),

- (f) 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))
- (g) 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)),
- (h) 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 dully signed by the person(s) authorized to sign the proposal.***

For individual consultants

- g) 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)),

Additional requirements are listed in the evaluation criteria.

7. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **Friday, 20 March 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.

10. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of **20 working days, to be completed over two 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 **April 2026**, 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. Confirmation 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.

TERMS OF REFERENCE

1. Background

There is a large and growing body of evidence in the peer-reviewed scientific literature that shows that poisoning by the heavy metal lead (Pb) has a profound impact on the conservation status of mainly scavenging animals, both birds and mammals. This evidence comes from international studies (Europe, North America) as well as from Southern Africa. The survival of many scavenging species is at risk, including threatened Red Data species, and urgent action must be taken.

The source of the lead entering the scavenger food chain is from lead ammunition used in the wildlife sector. This is not in dispute as it has been confirmed using isotope analysis. This comes from trophy and sport hunting, culling and harvesting of wildlife for meat, and predator control. Lead bullets fragment on impact. Until recently, most people in the sector thought that there were perhaps up to a dozen fragments, lodged close to the path of the bullet in the animal, and that these fragments could be removed by cutting out a small part of the carcass, which was usually discarded in the veld. Recent work using X-ray analysis showed that lead bullets typically fragment into 300-600 mainly small to micro fragments and scatter widely in the carcass. More detailed analysis using MRI scans shows that lead bullets shatter into more than 1,000 micro and nano fragments, widely scattered, and not removed from the carcass by cutting out a section that contains the larger fragments. The huge surface area of the collective small lead fragments means that large quantities of lead are quickly absorbed into the blood and organs of animals feeding on the carcass, and then get deposited in the bones, where they build up over time.

Of significant concern is the fact that humans are not immune to this process. Hunters, culling teams, farmers, workers in the sector and their families are all at risk. At particular risk are foetuses, infants and young children who are in developmental stages, with lead affecting cognitive development, IQ and related intellectual retardment which cannot later be caught up. The World Health Organisation has now confirmed that there is no lowest level of lead in humans below which we are safe. Lead does not occur naturally in any biological system, and all levels are dangerous.

Most forms of lead have been phased out over the past few decades, resulting from the growing understanding of its health implications, e.g. lead pipes, lead in paint, and lead in fuel. Several countries and states have banned the use of lead ammunition, starting with shotgun shells with lead pellets because of the poisoning of wetland systems, waterfowl, their predators – mainly birds of prey – and other components of the environment. Some countries have extended this to all lead ammunition used in the hunting sector, including some Scandinavian countries, the Netherlands, Japan and California in the USA, while other countries have policies and legislation far advanced enough to introduce such bans. Many hunters in countries that have not yet banned

lead ammunition have voluntarily switched to non-lead bullets, for both their own health and that of the environment.

Namibia has a strong wildlife-based economy, with a vibrant trophy and sport hunting sector and a large game meat sector. In addition, most freehold farms and communal conservancies harvest game for their own use and to feed their workers and community members, respectively. Wildlife occurs across about 80% of the country. The amount of lead ammunition used in this country, compared to the size of the human population, is high. The impact of lead poisoning is significant, amongst the highest recorded internationally.

There is a wide range of effective alternative non-lead ammunition, mainly steel and copper-based, available from overseas and South African manufacturers that are safe for the environment and human health. These alternatives have been well tested, researched, and their effectiveness confirmed and documented. They are currently slightly more expensive than their lead alternatives, probably mainly because they are not yet produced in the quantities of lead bullets.

However, when considering the amount of a carcass that is “spoiled” by lead fragment contamination, particularly now that we understand the full extent of the fragmentation, as well as the environmental and human health costs, then non-lead ammunition is actually more cost-effective. To add further incentives for the wildlife and farming sectors to switch to non-lead ammunition, a pricing disparity could be introduced to increase the cost of lead ammunition and reduce that of non-lead alternative ammunition.

The Namibian Wildlife Lead (Pb) Poisoning Working Group was established under the chairmanship of the Ministry of Environment, Forestry and Tourism (MET) to better understand the situation of lead poisoning in the wildlife sector in Namibia and to develop appropriate responses. Details of the Working Group, and a large body of scientific and other reference material are contained on their public website here:

<https://n-c-e.org/namibian-wildlife-lead-pb-poisoning-working-group/>

2. Actions

The only viable action to address the impacts of lead poisoning in the environment and on human health is to phase out the use of lead ammunition as rapidly as possible. This will have a significant benefit to the environment, particularly for scavenging species, and to human health, especially people working in the wildlife, farming and conservancy sectors and their families and members, to the game meat industry and all game meat consumers, and to the professional hunting sector. Given all these advantages, one would be forgiven for thinking that this action would get universal support. Sadly not. The hunting and farming sectors are typically deeply conservative and entrenched in the practices to which they are accustomed. So too seem to be their suppliers in the arms and ammunition business. There is inherent resistance to change, even where such change is obviously needed in the interest of all concerned.

A stepped approach to phasing out lead shall thus be adopted. The first step is to apply an environmental levy on all lead ammunition used in the wildlife sector, for hunting, harvesting, culling and predator control. The income from the lead ammunition levy will be ring-fenced and used to:

- Offset/subsidise the price of alternative non-lead ammunition
- Invest in education and information programmes
- Fund applied research and monitoring of environmental and human health parameters

After a period of five years, legislation will be passed to ban the use of lead ammunition in the wildlife sector. It is important to emphasise that these measures will not be applied to the security (NamPol and private security firms) or defence sectors.

3. The Scope of the Consultancy

The Environmental Invest Fund (EIF) and the Namibian Wildlife Lead Poisoning Working Group seek the services of a suitable consultant to carry out the following work:

- i. Estimate, on the best available information, the current use of lead ammunition in the wildlife sector per year, per type, make and calibre of ammunition, and including components where people load their own bullets;
- ii. Obtain the current prices for the various kinds of lead ammunition.
- iii. Determine the corresponding types of non-lead ammunition that would replace lead ammunition, and their price, including those from overseas and South African manufacturers/suppliers;
- iv. Recommend an appropriate levy to be placed on lead ammunition (it can be different for different types and calibres) so that this income may be ring fenced to (a) cross subsidise the price of non-lead ammunition, (b) be used for an outreach, information sharing and education programme, and (c) fund ongoing research and monitoring of lead in the environment and impacts on human health;
- v. Recommend an implementation process that would allow the collection of the levy most efficiently and cost-effectively, aligned with existing methods as closely as feasible.
- vi. Recommend simply, cost-effective monitoring systems to (i) track the change from lead to non-lead ammunition use in the wildlife sector, and (ii) track the income from the lead ammunition into the ring-fenced fund and the use of these funds for the three purposes outlined above.

4. Key deliverables

The consultant is required to produce a draft report, the main body of which should not exceed 20 pages. Data on ammunition used, prices, etc, should be placed in appendices. This report should be completed after 18 of the 20 days have been worked. The consultant is required to give a presentation of the findings to the EIF and the Namibian Wildlife Lead Poisoning Working

Group. Comments will be provided both verbally and in writing to the consultant. The last two days will be used to finalise the report.

5. Duration of the Consultancy

The consultancy is expected to take 20 working days, to be completed over two months period. The consultant will report to a technical team made up of the EIF and the Namibian Wildlife Lead Poisoning Working Group.

6. Key stakeholders to be consulted during the consultancy

The consultant is required to consult with the following organisations, some of whom will be resistant to the implementation of the levy. It is not the consultant's role to defend the levy or to negotiate its introduction or the phasing out of lead ammunition, but rather to discuss implementation that would cause the least disruption to the respective sectors:

- Professional hunters – NAPHA
- Wildlife Producers
- Sports hunters
- Culling teams registered with the Ministry of Environment, Forestry and Tourism
- Farmers Associations
- Predator control organisations
- Arms and ammunition dealers
- Veterinarians
- Medical profession
- Lead Poisoning Working Group members
- Ministry of Environment, Forestry and Tourism (MEFT)
- Environmental Investment Fund of Namibia (EIF)
- Game Products Trust Fund of Namibia (GPTF)
- Namibia Association of CBNRM Support Organisations (NACSO)
- Chairperson of the South African Lead Task Team
- Ammunition manufacturers in Namibia (one firm) and South Africa (particularly Badger)
- Any other appropriate group relevant to this consultancy

The consultant is also required to be familiar with the literature on those countries that have phased out or banned the use of lead ammunition, as well as how environmental levies can most effectively be applied.

7. Requirements for consultants

The consultancy is open to both individual consultants and consulting firms or consortia. The lead consultancy is expected consultants is expected to have:

- A master's degree in the fields of natural resources management, conservation biology, environmental resource economics,

- 10-15 years of proven experience related to consultancy.
- Proven record of designing, developing, and deploying web-based administration and reporting systems. *Please submit a minimum of three references letters.*

Please submit documentary evidence in the forms of qualifications, verifiable reference letters and any other information to substantiate the above requirements. Failure to submit documentary evidence will result in disqualification.

8. Payment Schedule

The following payments will be made based on the deliverables:

- 10 % of the consultancy fees on the signing of the consultancy contract and approval of the inception report.
- 60% on the submission of the first draft consultancy report to EIF and Namibia Wildlife Lead Poisoning Working Group
- Remaining 30 % of the fees on the submission and approval of the final consultancy report.

9. Evaluation Criteria

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: <ul style="list-style-type: none"> • 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 		

	<ul style="list-style-type: none"> • 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	<p>Has the bidder submitted a Certified copies of either:</p> <ul style="list-style-type: none"> (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	<p>Has the Bidder provided a valid original or certified copy of an original Good Standing NAMRA Tax Certificate;</p> <ul style="list-style-type: none"> ➤ 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 <p>- <i>For Namibian bidders only</i></p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p> <p>For both individual consultants and consulting firms or consortia</p>		
1.5	<p>Has the Bidder provided a valid original or certified copy of an original Good Standing Social Security Certificate?</p> <ul style="list-style-type: none"> ➤ 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 		

	<p>Act.1963 (Act No. 16 of 1963</p> <ul style="list-style-type: none"> - <i>For Namibian bidders only</i> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above</i></p> <p style="text-align: center;">For consulting firms or consortia</p>		
1.6	<p>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;</p> <ul style="list-style-type: none"> ➤ 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 <ul style="list-style-type: none"> - <i>For Namibian bidders only</i> - <i>In the case of Joint Ventures (JV), each JV partner must comply with the above</i> <p style="text-align: center;">For consulting firms or consortia</p>		
1.7	<p>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;</p> <ul style="list-style-type: none"> - <i>For Namibian bidders only</i> - <i>In the case of Joint Ventures (JV), each JV partner must comply with the above</i> <p style="text-align: center;">For consulting firms or consortia</p>		

10. 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.

#	DESCRIPTION	Proportional value in %
1	<p>Approach, Methodology and Work Plan for Performing the Assignment. Consultants are expected to demonstrate an understanding of the terms of reference by provision the following</p> <ul style="list-style-type: none"> a) Description of technical approach and methodology (20 points) b) Description of Work Plan. This should highlight the breakdown of activities needed to carry out the assignment and the time (10 points) 	30
2	<p>Qualifications</p> <ul style="list-style-type: none"> a) A master's degree in the fields of natural resources management, conservation biology, environmental resource economics. (10 points) 	10
3	<p>Relevant Experience</p> <ul style="list-style-type: none"> a) Minimum of 10-15 years of proven experience related to consultancy. (30 points). <ul style="list-style-type: none"> (i) ≥15years of experience (30 points) (ii) 10 years of experience (15 points) (iii) Less than 10 years' experience (0 points) <p>Please submit documentary evidence to substantiate the above.</p> <ul style="list-style-type: none"> b) Proven record of designing, developing, and deploying web-based administration and reporting systems (30 points). <ul style="list-style-type: none"> (i) Three (3) reference letters (30 points). (ii) Two (2) reference letters (20points). (iii) Less than two reference letters (0 points). 	60
TS	Total Score	100



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement 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: _____

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Curriculum Vitae of Consultant (Form F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
 - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
 - (iv) A description of the manner in which the Consultant would plan to execute the work.
 - (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).
 - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and one copy.

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: _____

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: _____

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

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

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

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

Cost Estimate of Services¹

Remuneration:

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

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses ⁴ :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
Total Estimate:					_____

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

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

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

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

Annexure 3

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Consultant shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

ARTICLE III
DUTIES OF THE CONSULTANT

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
 - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The

Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:

- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
- (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII
LIABILITY OF THE CONSULTANT

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

ARTICLE VIII
FORCE MAJEURE

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

existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

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

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot

be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT

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

ARTICLE XII
EFFECTIVE DATE

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

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by

hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

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