



## Request for Proposal For

**Consultancy to Compile a Research Discussion Paper on Lessons Learned and Policy-Level Recommendations on Livestock-based Climate Change Adaptation Measures Introduced in the Kunene Region under SAP001 Project.**

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**Procurement No: SC/RP/EIF-SAP001-1/2024**

<b>Name of Bidder</b>		
<b>E-mail Address</b>		
<b>Postal Address</b>		
<b>Contact Phone Number</b>	<b>Work:</b>	<b>Mobile:</b>
<b>Contact Person</b>		

**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**



## LETTER OF INVITATION

Dear Sir,

**Subject:** Consultancy to Compile a Research Discussion Paper on Lessons Learned and Policy-Level Recommendations on Livestock-based Climate Change Adaptation Measures Introduced in the Kunene Region under SAP001 Project.

1. You are hereby invited to submit technical and financial proposals for consultancy services required under *Consultancy to Compile a Research Discussion Paper on Lessons Learned and Policy-Level Recommendations on Livestock-based Climate Change Adaptation Measures Introduced in the Kunene Region under SAP001 Project* 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)**.
2. The purpose of this assignment is to:
  - (a) Design the research process and all appropriate data gathering tools – methodology, sampling, coverage, develop questionnaire, timelines and recruit support staff.
  - (b) Conduct the study survey.
  - (c) Conduct a literature review on existing research related to climate change adaptation in livestock systems, in Namibia focusing on the Kunene Region.
  - (d) Study and review all reports and documents generated during the project implementation. This includes, but not limited to, annual performance reports, consultancy reports, monitoring and evaluation reports etc.
  - (e) Engage with local communities, stakeholders, and experts through interviews and focus group discussions to gather qualitative insights.
  - (f) Visit a sample of project beneficiaries.
  - (g) Analyse the data collected to identify key trends, challenges, and opportunities.
  - (h) Develop a draft discussion paper that includes findings, analyses, and a set of actionable recommendations.
  - (i) Facilitate a presentation and discussion of the draft with relevant stakeholders to solicit feedback.
  - (j) Revise the discussion paper based on stakeholder input and finalize the document for publication.

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 EIF- Procurement Unit [Procurement@eif.org.na](mailto:Procurement@eif.org.na) or [TMbaha@eif.org.na](mailto:TMbaha@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: <https://eprocurement.gov.na/documentsb> 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.

**7. Submission of Proposals**

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical including mandatory documents as per Section 50 (2) of the Public Procurement Act, 2015 (Act 15 of 2015) as amended 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: **Thursday, 20 March 2025 at 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek or via electronic mail [procurement@eif.org.na](mailto:procurement@eif.org.na) 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 (EIF), 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 **three (3) months**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The 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 to be 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 Investment Fund of Namibia (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 2024**, you will be expected to take up/commence with the assignment in **seven (7) 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 (EIF)**, 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 if you would inform us by facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation within *five (5) days*; and
- (b) further indicate whether or not you will be submitting the proposal.

16. The *Environmental Investment Fund of Namibia (EIF)*, would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

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**David 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**

### **Part 1. Background**

#### **1.1. The Environmental Investment Fund of Namibia**

The Environmental Investment Fund of Namibia (EIF) is a statutory fund, set up under the laws of Namibia (Act 13 of 2001), with the expressed purpose of raising financial resources for direct investment in environmental protection and natural resource management activities and projects that support the sustainable economic development of Namibia. The goal is to improve the quality of life by reducing the possibilities for pursuing activities that degrade Namibia's fragile environment and waste its natural resources.

The objectives of the EIF are to:

- (a). Procure funds from domestic international donors for the maintenance of an endowment fund that will generate a permanent stream of income; and
- (b). Procure funds within Namibia on an annual basis from conservation fees and environmental levies.

The EIF was officially launched in 2012 and is currently funded by a government allocation with the mandates to tap on local conservation fees and environmental levies. These funds are used to invest in the protection of the environment, its biological diversity and ecological life-support functions; and the promotion of sustainable natural resources use for economic development by supporting green and environmental enterprises.

The EIF, in 2016, obtained accreditation by the Green Climate Fund (GCF) to access funding on behalf of the Government of the Republic of Namibia. This accreditation was renewed successfully in 2022. The GCF is a unique global fund, established within the rubric of the UN Framework Convention on Climate Change (UNFCCC), as a response to climate change for investing in low-emission and climate-resilient development in eligible developing countries. This accreditation status makes the EIF eligible for accessing climate change funding from the GCF. The SAP001 represents one such GCF investment that EIF secured for Namibia.

#### **1.2. The SAP001 Project**

Since 2019 the EIF, in conjunction with the Ministry of Agriculture, Water and Land Reform (MAWLR), has been implementing the Green Climate Fund (GCF) funded project titled SAP001: *“Improving Rangeland and Ecosystem Management Practices of Smallholder Farmers*

*Under Conditions of Climate Change in Sesfontein, Fransfontein, and Warmquelle Areas”* Project. This is a US\$10 million project that was initially designed for a 5-year duration but was extended for an 18-month period for a variety of reasons including COVID-19. The project is scheduled to be completed in August 2025.

The project aims to reduce the vulnerability of smallholder farmers under climate change conditions by safeguarding natural capital that generates ecosystem services to sustain agricultural production systems. More specifically, this project is intended to: (1) Promote investments in integrated drought early warning systems and improve the existing ones; (2) Strengthen and improve the capacity of key stakeholders in drought risks management at regional, national and local levels; and (3) Support communities to undertake innovative adaptation actions that reinforce their resilience to drought.

### **1.3. The Kunene Region and Climate Change Vulnerability**

Namibia is the most arid country in sub-Saharan Africa. The weather in Namibia is hot for most of the year, and overall rainfall is low. Not only is rain very limited but also extremely variable from year to year and from place to place. Namibia, with its arid and semiarid climate, is already subject to large climatic variability, and this is likely to increase with the predicted changes to the earth’s climate. While Namibia as a whole is already highly exposed to climate change impacts, the Kunene Region represents one of Namibia’s hardest hit regions (if not the one) that is experiencing the most severe effects. These impacts water availability, pasture quality, and livestock health. Addressing these challenges is crucial for the livelihoods of local communities and the sustainability of the region's ecosystems. According to most recent official reports, the devastating negative impacts of climate change continue to weigh heavily on the vulnerable communities and farmers, leaving them with no choice but to constantly migrate in search of adequate grazing.

The SAP001 project was conceived and programmed in the backdrop of 11 successive years of drought in Kunene by 2018 that culminated in a disaster drought in 2016

## **Part 2. The Services**

### **2.1 The Consultancy**

The EIF, in collaboration with the MAWLR, hereby seeks consultancy services from qualified consultant(s) to undertake background research and reviews, and to compile a rigorous Research Discussion Paper (RDP) that: (a) draws lessons learned from SAP001 implementation and (b) includes a set of practical policy-level recommendations.

This consultancy is necessitated by many factors, but 2 are of cardinal importance. Firstly, as indicated earlier, Namibia is classified as the driest country south of Sahara, while Kunene is

considered as the region experiencing harshest impacts of climate. Kunene is however not the only arid region in Namibia – regions of Erongo and sections of Hardap and ||Kharas also experience similar impacts. Therefore, lessons learned on climate change adaptation in arid conditions learned in the Kunene Region will benefit the said 3 regions as well as the government. Secondly, SAP001 was designed to be a transformative and paradigm-shifting intervention. The envisaged paper is expected to also critically interrogate progress made in this respect, taking into account the 6 year and 6-month duration of the project.

The primary objective of this consultancy is to compile a comprehensive research discussion paper that amongst others:

- (a). Analyses the climate change adaptation strategies for smallholder farmers rolled out in Khorixas and Sesfontein Constituencies of the Kunene Region, under the SAP001 project.
- (b). Analyses the current state of livestock-based climate change adaptation strategies in the Kunene Region, under the SAP001 project.
- (c). Analyses the strategies for mitigating the impacts of climate and disaster risks and building the resilience of communities in Kunene Region to the impacts of these risks.
- (d). Identifies best practices and innovative approaches to enhance the resilience of livestock farming systems against climate variability.
- (e). Provides recommendations for policymakers and stakeholders to support effective adaptation measures.

The assignment is open to (a) individual consultant(s), (b) consulting firm/s or (c) a consortium of consultants working as a team. It is also open for both national and international consultants. International consultants will be required to comply, at own expense, with all requisite permits to work in Namibia.

## **2.2 Scope of Work**

The consultancy is expected to undertake the following specific tasks:

- (a). Design the research process and all appropriate data gathering tools – methodology, sampling, coverage, develop questionnaire, timelines and recruit support staff.
- (b). Conduct the study survey.
- (c). Conduct a literature review on existing research related to climate change adaptation in livestock systems, in Namibia focusing on the Kunene Region.
- (d). Study and review all reports and documents generated during the project implementation. This includes, but not limited to, annual performance reports, consultancy reports, monitoring and evaluation reports etc.
- (e). Engage with local communities, stakeholders, and experts through interviews and focus group discussions to gather qualitative insights.
- (f). Visit a sample of project beneficiaries.
- (g). Analyse the data collected to identify key trends, challenges, and opportunities.
- (h). Develop a draft discussion paper that includes findings, analyses, and a set of actionable recommendations.



- (i). Facilitate a presentation and discussion of the draft with relevant stakeholders to solicit feedback.
- (j). Revise the discussion paper based on stakeholder input and finalize the document for publication.

### **Part 3. Facilities to be provided by the Public Entity**

EIF will provide the necessary reports and documents to the successful consultants – either a list and/or physical copies.

### **Part 4. Contract duration and fees**

#### **(a) Duration of initial contract**

The consultancy is expected to be completed within three months (90 days) from the commencement date and no later than 31<sup>st</sup> July 2025, with specific milestones for deliverables outlined in the project plan.

#### **(b) Payment**

- 1) 30% after submission and approval of inception report.
- 2) 30 % after submission and approval of draft research paper.
- 3) 30 % after stakeholder validation.
- 4) 10% submission and approval of final research paper.

### **Part 5. Deliverables**

- (a). Comprehensive design and plan for the consultancy.
- (b). Data gathered from the study.
- (c). A comprehensive research discussion paper on livestock-based climate change adaptation tailored for Namibia's arid regions. Report to contain requisite recommendations.
- (d). A presentation summarising the findings and recommendations for various stakeholders.
- (e). A stakeholder engagement report detailing the process and insights gathered from local interviews and discussions.

## 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 (1) copy of the original.

### Evaluation Criteria

#### 1. Mandatory Requirements

The following mandatory documentary evidence is required to accompany the Technical Proposal (**Namibian entities only**), **international entities are required to submit *company registration documents***);

- (i) have a valid Certified copies of either:
  - a) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.
  - b) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia
  - c) 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
  - d) 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

- (ii) have a valid original or certified copy of an original good Standing 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))**,
- (iii) 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))**,
- (iv) 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))**,
- (v) Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

## 2. Consultant (s) requirements.

- a) Master's degree in economics, statistics, sociology, development studies, social sciences or related technical field. *Please submit documentary evidence in the form of qualifications. (20 points)*
- b) At least 10 years' experience in undertaking social or socio-economic studies. A strong background in agricultural sciences, climate change, or related disciplines *Please submit documentary evidence in the form of three (3) reference letters. (30 points).*
- c) Demonstrated thorough knowledge and understanding of poverty and social research. *Please submit documentary evidence in the form of the list of work done. (10 points).*
- d) Excellent written English communication skills and experience with preparing technical and analytical reports, preferably through publications. Excellent presentation skills including the ability to present technical materials to a mixed audience in a very clear and concise manner. *Please submit documentary evidence in the form of the work done. (10 points).*
- e) Experience in conducting research in rural settings, preferably in Namibia or at best in Southern Africa. *Please submit documentary evidence in the form of the list of work done. (10 points).*
- f) Knowledge of livestock systems and farming practices are typical to arid ecosystems. *Please submit documentary evidence in the form of the list of work done. (10 points).*
- g) Knowledge of Namibian or Southern African regional context will be an advantage *Please submit documentary evidence in the form of the list of work done. (10 points).*

**Further noting that:**

1. This bid is open for both international and local firms, therefore for the purposes of skills transfer, joint ventures between local and international firms and/or inclusion of Namibian professionals in the project team is encouraged.

**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. The consultant(s) will work under direct supervision of EIF's Chief Operations Officer (COO) who, on behalf of the Executive Committee (EXCO), will be responsible for the overall technical quality and finalised deliverables. The EXCO will clear and approve all key reports and deliverables while EIF's Technical Advisory Panel (TAP) will clear the final RDP. The consultant(s) will further work closely with a small team of AE technical staff members, who will provide necessary logistical and backstopping support. Detailed timelines for each deliverable will be agreed upon during the inception phase. **Payments will be made upon COO confirmation and EXCO clearance of satisfactory delivery of outputs.**

**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.)





**Cost Estimate of Services<sup>1</sup>****Remuneration:**

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

**Out-of-Pocket Expenses<sup>2</sup> :**

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

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

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

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

<sup>4</sup> 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