



**Request for Proposal  
For**

**CONSULTANCY TO UNDERTAKE A COMPREHENSIVE FEASIBILITY STUDY  
LEADING TO DEVELOPMENT OF FUNDING PROPOSAL PACKAGE AND  
SUBMISSION TO GCF FOR THE PROJECT TITLED “ENHANCING THE  
RESILIENCE AND ADAPTIVE CAPACITY OF URBAN AND PERI-URBAN  
COMMUNITIES TO THE IMPACT OF CLIMATE CHANGE THROUGH URBAN  
AND PERI-URBAN FOOD SYSTEMS IN NAMIBIA”**

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**Procurement No: SC/RP/GCF-EIF -1/2025**

<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

Procurement Reference No. SC/RP/GCF-EIF -1/2025

### TO: PROSPECTIVE CONSULTANTS

Dear Sir/Madam,

1. The Environmental Investment Fund of Namibia (hereinafter referred to as the Fund) invites proposals to provide the following consulting services:

**Consultancy to undertake a comprehensive feasibility study leading to development of Funding Proposal Package and submission to GCF for the Project titled “Enhancing the resilience and adaptive capacity of urban and peri-urban communities to the impact of climate change through urban and peri-urban food systems in Namibia.**

More details on the services are provided in the Terms of Reference.

2. Interested eligible consultants may obtain further information from the Fund Procurement Management Unit at [Procurement@eif.org.na](mailto:Procurement@eif.org.na) and inspect the Bidding Documents at the address given below from 08H00 to 17H00.
3. A firm will be selected under **Quality & Cost Based Selection (QCBS)** and procedures described in this RFP, in accordance with the policies and procedures for procurement for the Environmental Investment Fund of Namibia.
4. The RFP includes the following documents:
  - i Section 1 - Letter of Invitation
  - ii Section 2 – Terms of reference
  - iii Section 3 - Evaluation Criteria
  - iv Section 4- Technical Proposal - Standard Forms
  - v Section 5 - Financial Proposal - Standard Forms
  - vi Section 6 - Standard Form of Contract

5. Any request for clarification should be forwarded in writing to EIF- Procurement Unit [procurement@eif.org.na](mailto:procurement@eif.org.na). Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.
6. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

## 7. Eligibility

- i. 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.
- ii. Proposals from Consultants appearing on the UN Sanction list maintained by the Financial Intelligence Centre shall be rejected.
- iii. Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## 8. Submission of Proposals

The proposals from the Consultants shall be submitted in two separate envelopes with the following parts:

<u>Part A:</u>	Documents comprising the proposal (see below item 9)
<u>Part B:</u>	Technical Proposals
<u>Part C:</u>	Financial Proposals

Proposals must be submitted on or before **Friday, 4 July 2025** in the tender box at the 1st Floor, 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek or electronically via email at [procurement@eif.org.na](mailto:procurement@eif.org.na). For electronic submission, the financial proposal should be encrypted with a code/password and should be provided to the EIF upon request.

## 9. Documents comprising the Bids

**9.1** The proposal submitted by the consultant shall comprise the following **(for Namibian entities only)**:

- i. 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. 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.*

**9.2** The proposal submitted by the consultant shall comprise the following (**for International entities**):

- i. Valid certified company registration document

## **10. Joint Venture, Consortium or Association**

**10.1** If Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- i. they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally.

- ii. if they are awarded the contract, the contract shall be entered into by and between EIF and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

**10.2** In the case of **Joint Venture (JV), Consortium (C) or Association (A)** , each JV, C or A partner must comply with the documents listed in item 9.

**10.3** Neither the lead entity nor the member entities of the joint venture can submit another proposal either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

## **11. Deciding Award of Contract**

Only those Consultants scoring a total of 70 marks on the overall assessment (technical and financial proposals) 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.

## **12. Rights of EIF**

- i. Please note that the EIF is not bound to select any of the Consultants' submitting proposals.
- ii. 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.

## **13. Duration of Assignment**

The development of gender and climate change integration tools for regional and constituency level decision making is expected to be completed within a period of six (6) months and commencement is expected immediately after signing the contract. This timeline includes various stages of work, such as literature review and context analysis, stakeholder engagement, development of gender and climate change integration and implementation tools, validation and finalization.

## **14. Validity of Proposal**

You are requested to hold your proposal valid for **ninety (90) days** from the deadline for submission of proposals during which period you will maintain, without change,

your proposed price. The Environmental Investment Fund of Namibia will make its best efforts to finalize the agreement within this period.

**15. Commencement date of Assignment**

Assuming that the contracting process be satisfactorily concluded within 10 months, you will be expected to take up/commence with the assignment in August 2025.

**16. Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia.

**17. 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.

**18. Conformation of Invitation to submit proposal**

We should appreciate it if you would inform us by hand delivery:

- i your acknowledgment of the receipt of this Letter of Invitation within five (5) working days and
- ii further indicate whether you will be submitting the proposal.

**19.** The 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

## TERMS OF REFERENCE

***Consultancy to undertake a comprehensive feasibility study leading to development of Funding Proposal Package and submission to GCF for the Project titled “Enhancing the resilience and adaptive capacity of urban and peri-urban communities to the impact of climate change through urban and peri-urban food systems in Namibia”.***

### 1. INTRODUCTION

The Environmental Investment Fund (EIF) of Namibia is a State-Owned Enterprise, established through the Environmental Investment Fund Act of 2001. The main purpose of the EIF is to raise financial resources for direct investment in environmental protection and natural resource management activities and projects. The EIF has been accredited to the Green Climate Fund (GCF) since 2016. The GCF is a unique global fund, established within the rubric of the United Nations Framework Convention on Climate Change (UNFCCC), as a response to climate change for investing in low-emission and climate-resilient development. To date the EIF has secured funding from the GCF for four (4) projects worth USD10 million each. EIF, during 2022 secured successful reaccreditation for further five (5) years. The Accredited Entity (AE) remained under micro financial bracket and C risk category.

Aligning with Namibia’s new GCF Country Programme Strategy of 2022, the AE seeks to embark on a new cycle of programming GCF projects. As part of this programming ambition that the EIF intends to develop and submit to the GCF a new Funding Proposal that seeks to address climate change adaptation measures in the low-income residential areas of selected Namibian urban centres. Focusing on communities affected by climate change-induced rural-urban migration, the envisaged project will seek to support urban food production initiatives largely, if not exclusively, utilizing climate smart production methods.

To this end, the AE – with GCF Project Preparation Facility (PPF) support - seeks to procure the services of suitably qualified and experienced consultant(s) or a consortium – both national and international - to support the said programming exercise. The AE expects of such consultants to undertake all necessary technical studies and assessments and develop/formulate a comprehensive funding proposal to the level and standard acceptable for submission to GCF. While the international consultant will take the lead, the AE intends to require them to be paired with carefully selected national consultants for purposes of skills transfer and provision for alignment to the country context. Therefore, due to scope and diversity of requirements we encourage proposals from teams of consultants ideally combining local/regional or international experience.

These Terms of References (TORs) outline the scope of work required for each project preparation activity and the development of key outputs essential to achieving the project’s objectives.

### 2. OBJECTIVE

The objective of this consultancy is to plan/develop and undertake the feasibility study for a GCF-eligible full funding proposal, building on the agreed concept note, and in alignment with Namibia's national policies, laws and strategies, to support urban and peri-urban food production systems – as a climate change adaptation measure - in a selected number of the

country's local authorities, including climate-resilient and energy efficient infrastructure systems. The envisaged GCF funding will enable barrier removal, demonstration of the design, engineering, planning, financing, implementation, operation and maintenance of food production and marketing systems primarily in low-income settlements as part of the country's effort to secure climate resilient livelihoods. Ultimately, this will enable a paradigm shift in the country's climate change adaptation efforts and access to renewable energy for vulnerable households. For this, the following experts will be required:

- (a). Climate Change Adaptation Specialist (lead consultant and project development expert)
- (b). GIS Specialist
- (c). ESS Expert
- (d). Gender and Social Safeguards Expert
- (e). Namibian Local Authority Management & Governance Expert
- (f). Irrigation Engineer or Climate-smart Irrigation Expert
- (g). Poverty and Social Development Specialist
- (h). Risk Management Specialist

### 3. OUTLINE OF TASKS AND TIMELINE

The consultant(s) will be responsible for undertaking the following tasks:

Table1: Streams of work required:

UNIT	DELIVERABLES	TIMELINE	LEVEL OF EFFORT	SPECIFIC DELIVERABLE(S)
<b>1</b>	<b>Inception Report</b> (detailed work plan, methodology and timeline)	15 days of contracting Month 1	15 days	Inception report
<b>2</b>	<b>Feasibility Study and Specialist Studies</b>			
<b>2.1</b>	<b>Stakeholder analysis:</b> analyses & mapping of key stakeholders and development of stakeholder engagement strategy.	15 days of Inception Report Month 1	10 days	<b>Stakeholder Engagement Plan:</b> outlining stakeholder consultations, engagement strategies, and feedback mechanisms.
<b>2.2</b>	<b>Stakeholder engagement stage 1:</b> National-level stakeholder	Month 2	5 days	<b>Preliminary Report:</b> consensus on Stakeholder



	engagement and consultations – government, local authority representative organisations, state-owned entities (SOEs), civil society organisations (CSOs), agriculture organisations.			Engagement Plan & on the number and names of local authorities (LAs) to be included.
<b>2.3</b>	<b>Stakeholder engagement stage 2:</b> Stakeholder consultations in recommended local authorities in different regions.	Month 2	20 -25 days dependent on nr of LAs	<b>Preliminary Report:</b> with stakeholder inputs from individual local authorities.
	Deliverables 2.2 and 2.3	Month 2	10 days	<b>Combined Stakeholder Engagement Report</b>
<b>2.4</b>	<b>Environmental, and Social Safeguards (ESS) Assessment:</b> a comprehensive assessment of potential risks and impacts and recommendations for mitigation and adaptive measures.	Deliverables 2.4 to 2.10 to be undertaken concurrently.	20 days	<b>Report:</b> with proposed ESS Management Plan.
<b>2.5</b>	<b>Gender and Social Safeguards Assessment:</b> a comprehensive assessment of potential risks and impacts; Recommendations for mitigation and adaptive measures.	Months 3 & 4	20 days	<b>Report:</b> with proposed Gender Management and Action Plan

UNIT	DELIVERABLES	TIMELINE	LEVEL OF EFFORT	SPECIFIC DELIVERABLE(S)
<b>2.6</b>	<b>Socio-economic Baseline Study:</b> a targeted survey aimed at generating baseline information on socio-economic situation and demographics in selected local authority areas.	Deliverables 2.4 to 2.10 to be undertaken concurrently.	30 – 40 days	<b>Report:</b> detailing baseline information on socio-economic situation and demographics in selected local authority areas before project implementation.
<b>2.7</b>	<b>Risk Assessment</b>	Months 3 & 4	20 days	<b>Report &amp; Risk Management Framework:</b> a comprehensive report with an analysis of all potential risks: operational, financial, political, environmental, social, legal. Governance, reputation etc and recommendations for mitigation measures.
<b>2.8</b>	<b>Local Authority Management,</b>		20 days	<b>Report:</b> analysis of

	<b>and Regulatory Environment Compliance Requirements Study</b>			compliance with and compatibility with relevant laws, regulations and local authority by-laws.
<b>2.9</b>	<b>Economic and Financial Assessment</b>		20 days	<b>Report:</b> establishing the economic rationale of the proposed investments by assessing the economic and financial feasibility as well as sustainability.
<b>2.10</b>	<b>GIS and Geospatial Mapping Report</b>	Month 4	20 days	<b>Report:</b> with detailed maps and analysis of suitable urban and peri-urban agriculture sites & recommendations for site selection and prioritisation.
<b>2.11</b>	<b>Prototype Design Report</b>	Month 4	20 days	Technical designs, cost estimates, material specifications, and recommendations for scaling and replicating prototypes.
<b>2.12</b>	<b>Consolidated Feasibility Study Report</b>	Months 5 & 6	30 days	Complete draft Feasibility Study for AE, based on above reports & inputs from relevant experts.
<b>2.13</b>	<b>Stakeholder feedback and validation</b>	Month 6	5	Present draft FS to national-level stakeholders for review, input and validation.
<b>2.14</b>	<b>Stakeholder feedback and validation</b>	Months 6 & 7	10 days depending on nr of LAs	Present draft FS to stakeholders in recommended local authorities for review, input and validation.
<b>2.15</b>	<b>Final Feasibility Study Report</b>	Month 7	15 days	Revised Feasibility Study incorporating feedback from stakeholders.
<b>3</b>	<b>Funding Proposal Development</b>			
<b>3.1</b>	<b>Draft Funding Proposal</b>	Month 8	30 days	Compile draft Funding Proposal on latest GCF template, based on the approved feasibility study, for AE and NDA review and clearance - complete with all prescribed sections and annexes e.g. budget/financial plan, including all sections required by GCF; Detailed

				budget and financial plan).
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UNIT	DELIVERABLES	TIMELINE	LEVEL OF EFFORT	DELIVERABLE(S)
3.2	Stakeholder feedback and validation	Month 9	5 days	Present draft FP to national-level stakeholders for review, input and validation.
3.3	Stakeholder feedback and validation	Month 9	10 days depending on nr of LAs	Present draft FP to stakeholders in recommended local authorities for review, input and validation.
3.4	Final Funding Proposal	Month 9	10 days	Revised Funding Proposal incorporating feedback from stakeholders.
	Submission to GCF	Month 9 & 10	AE responsible	AE secures necessary NoL and submits to GCF
3.5	Post-Submission Support: assist AE respond to and close comments and feedback respectively from GCF Secretariat iTAP - 2-3 rounds of revision until month 15).	As needed	As needed	Consultants support AE respond to GCF and iTAP comments on time.

#### 4. FEASIBILITY STUDY

The feasibility study is aimed at assessing and demonstrating the technical, financial, social and environmental feasibility of the proposed adaptation interventions. This will involve a comprehensive and rigorous assessment of alignment with GCF's investment criteria and results framework as well as with Namibia's climate change adaptation strategies and priorities. The outcome of the feasibility study will form the basis for the envisaged funding proposal.

##### 4.1. Methodology

The AE requires that the consultancy clearly designates a lead consultant (Team Leader) with requisite climate change adaptation programming expertise and experience.

##### The Team Leader - Climate Change Adaptation Specialist

S/he is expected to assume the lead responsibility effectively as the project manager and will be responsible and accountable for successful implementation and completion of the assignment. The lead consultant must (a) possess demonstrated climate change adaptation programming expertise, (b) assemble and supervise the requisite team other consultants (both

national and international), and (c) possess demonstrable Southern Africa contextual understanding.

As lead consultant, the Team Leader will:

- (i). Assume overall technical and administrative responsibility for effectively implementing the assignment and delivering quality outputs on time.
- (ii). Coordinate with the AE, the NDA, other related government agencies, CSOs and other key stakeholders.
- (iii). Direct all team members on their schedule and technical inputs to ensure timely inputs from the team members.
- (iv). Conduct quality control and consolidation of the consultants' inputs and take the responsibility for delivering all the outputs needed for Funding Proposal development.
- (v). Plan, organise, lead and report on all stakeholder consultation events and activities.
- (vi). Organise team's field activities including field visits, data collection, meetings, workshops, and trainings with support from other consultants and AE.
- (vii). Review the domestic feasibility study reports and strengthen the project design based on consultation with the team and key stakeholders.
- (viii). Ensure skills transfer takes place between international and national consultants and provide capacity building as needed; and
- (ix). Lead the compilation of the Feasibility Study Report and the Funding Proposal and ensure the team submits all deliverables.

### **Team Leader: Qualifications and Experience**

The following attributes are essential:

- (i). Advanced degree (Master's degree or a PhD) in climate change, project management, environmental science, social sciences, urban planning, agricultural economics, international development or related field with professional background related to climate change adaptation, monitoring and evaluation or other closely related fields.
- (ii). At least 10 years of technical experience in business development, investment sector for environmental issues, climate change adaptation/ mitigation or other related fields in Africa, but preferably Southern Africa.
- (iii). Substantial relevant experience in the design and implementation of integrated development projects.
- (iv). Experience in the formulation and management of similar projects with global funds especially including:
  - (a). project design, management, and monitoring & evaluation,
  - (b). Development of Theory of Change, and

- (c). Design of logical frameworks with SMART indicators, work plan and budget formulation.
- (v). Working with multi-disciplinary teams, including local and expatriate technical experts.
- (vi). Strong analytical skills.
- (vii). Exceptional ability in communication and networking, negotiations and writing.
- (viii). Flexibility and ability to operate in different cultural settings and with a variety of stakeholders.
- (ix). Culturally and gender sensitive.
- (x). Proven experience with conducting project specific feasibility studies and preparing project designs for climate adaptation projects.
- (xi). Proven knowledge of mitigation and adaptation infrastructure projects, smart solutions in urban services management.
- (xii). Strong understanding of urban agriculture, food systems, and climate resilience.
- (xiii). Familiarity with GCF investment framework, environmental and social safeguards, and gender policies.

#### 4.2. Scope Of Work

The scope of work will include:

- (i). Climate Change Risk and Vulnerability Assessment. This shall include:
  - 1) **Step 1 - Establish the climate hazard and how it is changing over time** by providing evidence for information on the *historical* and *projected trends* of climate change relative to a baseline period. Relevant information should include:
    - Definition of applicable climate change hazards for the proposal (e.g., increase in temperature, increase in frequency of drought, increased floods, and any other hazards that may be impacting the region).
    - Historical trends for each hazard. Historical climate information is often available in the scientific literature. It can often also be derived from meteorological weather stations, satellite imagery, or blended station-satellite products such as the Climate Hazards Group InfraRed Precipitation with Station (CHIRPS) rainfall data. Historical climate information should consider data over several decades.
    - Future projections of each applicable hazard for time horizons relevant to the project. Future projections should use appropriate climate models for a scenario-based projection of climate change. It is recommended to use Shared Socio-economic Pathways (SSPs) or Representative Concentration Pathways (RCPs) for time horizons that are relevant to the project lifetime. Using different information platforms/sources builds confidence in the projected future conditions.
    - Historical and projected trends of climate change should clearly distinguish between the:

- natural climatic drivers (ex: ENSO; naturally occurring weather events), and
  - drivers directly related to climate change (change in precipitation, aridity; changes to ENSO or to extreme weather events)
- If possible, generate vulnerability hotspot maps for the climate change hazards (e.g., flood risk maps, drought maps etc.) relevant to the proposal. Such maps may be generated based on historical and/or scenario-based future projections of the hazards. These maps can show important geographical regions more vulnerable to the hazard of concern to support decisions on location-specific interventions.

2) **Step 2 – provide evidence of the risk or impact**, that is the effects on natural and human systems from the climate change hazards established in Step 1.

- The climate change risk and impact analysis should be a comprehensive analysis of the overall climate risk of the sector (e.g., agriculture; water; health; transport; energy; infrastructure and industry; housing etc.), community, city, ecosystem etc., and both current and projected impacts must be elaborated.
- Available secondary sources of scientific information/data should be extensively reviewed for possible evidence on risks and impacts on lives, livelihoods and ecosystems from the various climate change hazards. Also, the evidence of impact should clearly **distinguish** between those linked to the climatic hazard and non-climatic human induced impacts.

The following can guide the synthesis of the climate change risk and impacts:

- Exposure and sensitivity to hazard
- To what extent is the sector/community/ecosystem exposed to the climate hazard? – this can be based on location-specific concentration of practices, technologies, investments, or activities underpinning the sector/community/ecosystem and the extent to which outputs/products/benefits, economic activities, livelihoods, development etc. may be constrained by a climate hazard.
  - What unique or inherent characteristics related to the sector/community/ecosystem makes it susceptible to changes in climate conditions and vulnerable to the hazard?
- Impact analysis - the following are guiding questions:

- What is the current and projected impact of the hazard on the sector/community/ecosystem? – impacts may be solely driven by the climate hazard or by its interaction with non-climatic factors.
- What is the projected future impact of the hazard on the sector? - what major failures or limitations of a community/ecosystem/sector to achieving sustainable development outcomes in future are attributable to climate change?
- For each impact analysis, it is crucial to highlight implications on livelihoods, national economy, gender (women especially), children and other vulnerable groups (e.g., rural settlers, indigenous people)

➤ Analysis of adaptive capacity

- Does the sector/community/ecosystem/country have the capacity to anticipate and manage the risk associated with climate change?
- Does the sector/community/ecosystem/country have the capacity to respond to the risk associated with the hazard the sector is exposed to? – this entails information on the failure/limitation of current coping strategies, technologies, practices, behaviours, financial and logistical investments, enabling policies etc. for reducing or managing the impacts or risks associated with the climate hazard.

3) **Step 3 – show a clear causality link** between the proposal's activities and its objective of reducing vulnerability or reducing the risk to climate change impacts. It may helpful to identify the barriers affecting the geographical area that are preventing the project activities from taking place, and how these barriers will be eliminated by the project's intervention.

- (ii). Undertake a detailed stakeholder analysis and stakeholder mapping for both local authority and crop production and marketing sectors.
- (iii). Conduct comprehensive stakeholder consultation exercises in Windhoek and in each of the recommended local authorities (LAs) to assess the social impact of the proposed interventions. Consultations in selected LAs in order to specifically cater for women, women's groups, girls and indigenous vulnerable minorities.
- (iv). Undertake a desk review to analyse existing data available for project intervention on the potential to develop climate resilience economic development.
- (v). Undertake the following 9 specialist studies and assessments:
  - (a). Environment and Social Safeguards (ESS) assessment

- (b). Gender and social safeguards assessment
- (c). Socio-economic baseline study
- (d). GIS, topographic mapping and geospatial planning
- (e). Prototype design
- (f). Risk assessment
- (g). Legal and regulatory compliance
- (h). Economic assessment
- (vi). Identify the barriers, challenges and risks that could affect the sustainability of the project and propose mitigation strategies.
- (vii). Identify and analyse any governance and capacity issues that will be critical during the implementation of the project as well as to ensure sustainability of the project.
- (viii). Conduct in-depth analyses of:
  - (a). Technical feasibility: Assess technologies and practices suitable for urban and peri-urban agriculture.
  - (b). Financial feasibility: Develop detailed budgets, cost-benefit analysis, and financing strategies.
  - (c). Environmental and social feasibility: Identify potential impacts, mitigation measures, and compliance with environmental and social safeguards.
  - (d). Gender considerations: Assess the differential impacts on men and women and propose gender-sensitive interventions.
- (ix). Identify project risks and propose mitigation strategies.
- (x). Assess the current context, including socio-economic, environmental and institutional conditions in urban and peri-urban areas of Namibia.
- (xi). Provide preliminary cost estimates and potential funding requirements.
- (xii). Develop a comprehensive Feasibility Study Report and a Funding Proposal that fully complies with GCF requirements.

## 5. SPECIALIST STUDIES

### 5.1. GIS & Geospatial Mapping

This consultancy will use Geographic Information Systems (GIS) to create custom maps of selected/recommended project localities. Such maps will be crucial for data analysis, mapping, and decision-making processes during funding proposal development and during project implementation. The GIS information will also serve as project baseline.

The work will be undertaken by a **GIS Specialist**.

#### Scope of Work:

- (i). Conduct geospatial analysis to identify suitable areas for selected urban and peri-urban localities agriculture interventions, considering factors such as:
  - (a). Land availability and suitability.



- (b). Topography
- (c). Access to water resources.
- (d). Proximity to target communities.
- (e). Environmental and socio-economic conditions.
- (ii). Create visual and data-driven maps to support project planning.
- (iii). Use remote sensing technologies to identify potentially flood prone terrains and research risks of recommended sites.
- (iv). Collect and organise geographic data from various sources, ensuring accuracy, completeness, and integrity.
- (v). Create detailed maps and visual representations that effectively communicate geographic information for reports, presentations, and decision-making processes.
- (vi). Analyse spatial data to identify patterns, trends, and relationships that inform project objectives and outcomes.
- (vii). Utilize GIS software tools (e.g., ArcGIS, QGIS) to manipulate, model, and analyse spatial datasets.
- (viii). Develop an updatable spatial database that will be used during project implementation and align with project requirements.
- (ix). Collaborate with interdisciplinary teams to integrate GIS analysis into planning, development of the envisaged project.
- (x). Provide recommendations for site selection based on climate resilience, sustainability, and community needs.
- (xi). Document methodologies and findings to ensure transparency, reproducibility, and compliance with industry standards and regulations.

#### **GIS Specialist: Qualifications and Experience**

- (i). A Bachelor's degree geography, environmental science, computer science, or urban planning, or in a related field.
- (ii). Minimum of 10 years' relevant experience.
- (iii). Proficiency in GIS software like ArcGIS.
- (iv). Capability to create digital maps and models using geospatial data, spatial analysis, and mapping technologies.
- (v). Demonstrated analytical skills, attention to detail, data manipulation abilities.
- (vi). Expertise in geospatial mapping and spatial data analysis.
- (vii). Understanding of climate resilience and sustainable development practices.

#### **Key Deliverables and Timeline**

A detailed work plan will be developed by the Consultant(s) at the beginning of the consultancy to agree on milestones, deliverables and working modalities for each step of the process (remote/field). The consultancy is expected to be completed as shown in table 1.

### **5.2. Prototype Design**

This specialist inputs will focus on developing innovative and practical prototype design for urban and peri-urban agriculture systems that align with the project's goals of climate resilience and sustainability. The process requires careful planning, research, and attention to detail. The expectation is to design a scalable functional model of a drip irrigation system

that will deliver extremely precise, low-volume water drops directly to the plant roots. The system should be

designed for very small flow rates, allowing for highly targeted and efficient watering of delicate crops or plants with specific water needs.

This work stream will be undertaken by an expert with requisite **Agricultural Engineering** qualification and experience.

### **Scope of Work:**

- (i). Develop detailed designs for urban and peri-urban agriculture prototypes of different scales (backyard, common-use farms on municipal land, small holdings etc.), including but not limited to:
  - (a). Vertical farming systems.
  - (b). Hydroponics and aquaponics setups.
  - (c). Production under shade netting and tunnels.
  - (d). Climate-smart agricultural practices.
  - (e). Circular Economy.
- (ii). Ensure designs are inclusive of gender, environmental and social considerations.
- (iii). Incorporate sustainable practices, resources efficiency, and scalability into the designs.
- (iv). Prepare technical drawings of different scales preferably using computer-assisted design (CAD), materials specifications, and cost estimates for each prototype.
- (v). Materials specified must be in compliance with Namibia Standards Institute (NSI) requirements and, if not, at least South African Bureau Standards (SABS) approved.
- (vi). Recommended technologies must be appropriate for low-income producers from cost and maintenance perspective.
- (vii). Develop simplified operation and maintenance manuals for recommended technologies in simple English.

### **Key Deliverables and Timeline**

A detailed work plan will be developed by the Consultant(s) at the beginning of the consultancy to agree on milestones, deliverables and working modalities for each step of the process (remote/field). The consultancy is expected to be completed as shown in table 1 and is expected to produce a Report amongst others detailing:

- (a). technical drawings and designs of different scales preferably using computer-assisted design (CAD)
- (b). materials specifications
- (c). cost estimates for each prototype
- (d). simplified operation and maintenance manuals for recommended technologies in simple English.

### **Agricultural Engineer: Qualifications and Experience**

- (i). An appropriate Bachelor's degree in agricultural engineering.

- (ii). Registration with an appropriate engineering regulatory authority – registration with Namibian or South African entities will be an advantage.
- (iii). Minimum of 10 years' relevant experience.
- (iv). Expertise in designing climate-smart agricultural systems.
- (v). Experience in developing and implementing urban and peri-urban agriculture prototypes.
- (vi). Knowledge of climate resilience and sustainable development practices.
- (vii). Demonstrated analytical skills, attention to detail, data manipulation abilities.
- (viii). Expertise in geospatial mapping and spatial data analysis.
- (ix). Understanding of climate resilience and sustainable development practices.

### **5.3. Environmental, Social, and Gender Assessment**

The Environmental and Social Safeguard (ESS) as well as Gender and Social Safeguard studies will be combined in one specialist study because of the established high degree of overlap. The aim of this assessment is to ensure that the project complies with global best practice as well as align with GCF requirements.

This assignment will be undertaken by 2 experts i.e. **ESS Specialist and Gender Specialist.**

#### **Scope of Work:**

- (i). Undertake a comprehensive evaluation of all proposed project interventions using most recent ESS and gender assessment tools used by International Corporation (IFC) and GCF. This must include a thorough assessment of sexual exploitation, abuse and harassment (SEAH) risks using GCF SEAH screening tool.
- (ii). Similarly, conduct an in-depth evaluation of alignment of the proposed interventions with relevant Namibian laws and policies – at the very least with the Environmental Management Act, the Labour Act, National Gender Policy. Ensure alignment with Namibian environmental policies and GCF ESS standards.
- (iii). Assess the potential environmental, gender, and social impacts of the proposed project activities. This should involve a comprehensive analysis to assess how project activities may impact women, men, and vulnerable groups differently.
- (iv). Identify potential risks and develop/recommend appropriate mitigation strategies to align with GCF Environmental and Social Safeguards (ESS) and Gender Guidelines.
- (v). Identify and assess potential environmental impacts of the project, including resource usage (water, energy, and land), waste management, and biodiversity considerations.
- (vi). Develop gender-responsive and socially inclusive measures to mitigate risks and promote equitable benefits.
- (vii). Ensure alignment with international best practices and national frameworks for gender equality and social inclusion.
- (viii). Assess the gender dynamics and identify opportunities to promote gender equality in project design and implementation.
- (ix). Recommend measures to ensure equitable participation and benefits for women and marginalized groups.
- (x). Develop a comprehensive stakeholder engagement plan to ensure meaningful participation of affected communities and stakeholders.

- (xi). Conduct consultations to gather input and build consensus on project activities.
- (xii). Document stakeholder feedback and incorporate it into the project design.
- (xiii). Provide recommendations for compliance with GCF Environmental and Social Safeguards (ESS).

### **Key Deliverables and Timeline**

A detailed work plan will be developed by the Consultant(s) at the beginning of the consultancy to agree on milestones, deliverables and working modalities for each step of the process (remote/field). The consultancy is expected to be completed as shown in table 1.

The consultancy is expected to produce the following specific deliverables:

- (a). Draft ESS Management Plan and Strategy.
- (b). Draft Gender Management and Action Plan.
- (c). Proposed monitoring and evaluation mechanisms to track the implementation of the above.

#### **5.3.1. Gender Specialist: Qualifications and Experience:**

- (i). Master's degree in social studies, gender studies, environmental or a related field.
- (ii). Additional skills training in gender-related subject is required.
- (iii). Proven experience of at least 10 years in conducting gender, and social safeguards assessments for development projects.
- (iv). Familiarity with GCF Gender Policy and associated requirements as well as with Namibian policies.
- (v). Experience in social risk assessment, stakeholder engagement, and community development.
- (vi). Expertise in gender analysis and the development of gender-responsive strategies.

#### **5.3.2. ESS Specialist: Qualifications and Experience:**

- (i). Master's degree in environmental, engineering, or related field.
- (ii). Additional specialised skills training in Environmental and Social Management Plan (ESMP) is a prerequisite.
- (iii). Registration or membership with a reputable professional body for environmental assessment will be an advantage.
- (iv). At least 10 years' experience of which at least 5 years must involve working with ESS aspects based on IFC performance standards.
- (v). Knowledge of Namibian laws and policies or Southern African regional context will be an advantage.
- (vi). Ability to submit information in a clear, concise manner and in formats suitable for non-specialists.
- (vii). Strong analytical and problem-solving skills and proven ability to apply these in carrying out operational tasks, identifying issues, presenting findings/recommendations and contributing to resolution of sector and country issues.

### **5.4. Socio-economic Baseline Study**

This will be targeted but a comprehensive study aimed at generating baseline information on socio-economic situation and demographics in selected local authority areas.

This study will be aimed at empirically establishing pre-project intervention socio-economic situation and local area demographics of the inhabitants in identified and agreed project implementation local authority areas. The survey will also assess the development of potential amongst the targeted low-income groups with special reference to urban agriculture and will also capture their opinions, needs, demands and perception relating to their socio-economic development. The result is to establish prevailing current trends with regards to demographic characteristics, community livelihoods and development opportunities, asset and wealth of households, social service provision, and other benchmarks of relevance to the project's community engagement and development in the target communities. These will set the socio-economic baseline for the project.

This assignment will be led by a **Social Scientist, an Anthropologist or an Economist**. This assignment will require up to five (5) junior support staff – enumerators or research assistants.

### **Scope of Work**

- (i). Design socio-economic baseline study and all appropriate survey tools – methodology, sampling, coverage, develop questionnaire, timelines and recruit support staff.
- (ii). Conduct the study survey.
- (iii). Collect available demographic and socio-economic information from official statistical censuses regarding population, migration – inclusive of pull and push factors, socio-economic situation, and non-economic welfare indicators.
- (iv). Ensure that demographic data collected per low-income settlement covers the following:
  - (a). Number of inhabitants
  - (b). Yearly population growth rate
  - (c). Number of households
  - (d). Average number of persons per household.
  - (e). Gender-related data.
- (v). Build a socio-economic profile of the average household. This involves collecting, for example, the following information from official sources:
  - (a). Average income per household
  - (b). Average expenditures per household
  - (c). Percentage of population living in single-family and multi-family dwellings
  - (d). Percentage of the households using fuel wood
  - (e). Percentage of the households with gardens
  - (f). Percentage of households with sanitation facilities
  - (g). Percentage of households carrying out animal husbandry
  - (h). Educational level of household members
  - (i). Employment type of household members
- (vi). Map respective communities and their economies, including socio-economic status of men, women, youth and persons with disabilities; availability of skills and

- infrastructure; availability and access to services (both public and commercial); levels of poverty and rates of unemployment etc.
- (vii). Assess potential barriers to accessing training, self-employment and employment for women, persons with disabilities and other disadvantaged groups, and potential strategies for addressing these barriers.
  - (viii). Explore and identify market potential, particularly in areas that will widen the employment and income prospects of the target groups. Identify relevant existing infrastructure, facilities and technical support available from government, NGOs and the private sector.
  - (ix). Analyse and synthesise findings of the surveys – produce a survey report.
  - (x). Discuss and validate results & findings of the research with local stakeholders and integrate their comments and feedback in the final report
  - (xi). Discuss results of surveys with local stakeholders select priority activities among those identified during the assessment.

### **Key Deliverables and Timeline**

A detailed work plan will be developed by the Consultant(s) at the beginning of the consultancy to agree on milestones, deliverables and working modalities for each step of the process (remote/field). The consultancy is expected to be completed as shown in table 1.

The consultancy is expected to produce the following specific deliverables:

- (i). Comprehensive design and plan of socio-economic study.
- (ii). Data gathered from the study.
- (iii). Report with requisite data and recommendations.

### **Social Sciences Expert: Qualifications and Experience**

- (i). Master's degree in economics, statistics, sociology, development studies, social sciences or related technical field.
- (ii). At least 10 years' experience in undertaking social or socioeconomic studies.
- (iii). Demonstrated ability to identify key sectors of an economy and the ability to identify key sectorial and institutional linkages.
- (iv). Knowledge of Namibian or Southern African regional context will be an advantage.
- (v). Demonstrated thorough knowledge and understanding of poverty and social research.
- (vi). Demonstrated thorough knowledge understanding issues of global, regional and national context.
- (vii). Demonstrated capacity for data processing and data analysis software.
- (viii). Excellent written English communication skills and experience with preparing technical and analytical reports, preferably through publications.
- (ix). Experience in conducting training and the transfer of knowledge to national stakeholders.
- (x). Excellent presentation skills including the ability to present technical materials to a mixed audience in a very clear and concise manner.
- (xi). Demonstrated competencies in Microsoft Office (Excel, PowerPoint, etc.) and or equivalent software programmes.

### 5.5. Risk Assessment

This consultancy will seek to rigorously identify and evaluate all potential risks that the envisaged project may face during implementation. The goal is to determine the likelihood and severity of each risk so that informed decisions can be made about how to manage such risks. The value of this assessment, therefore, will entail:

- (a). Help ensure that project proponents are adequately prepared.
- (b). Help project proponents to make informed decisions about risk management.
- (c). Help the project proponents identify and address potential hazards before they will become problems.

This assignment will be undertaken by a **Risk Management Specialist**.

#### Scope of Work:

- (i). Review all proposed interventions under the envisaged project and other information related to proposed implementation modalities.
- (ii). Gather and compile data related to risk from internal and external resources.
- (iii). Identify potential risks by analysing data, proposed processes, and talking to stakeholders. These should include environmental – including drought, legal, social, and governance risks, financial, skills & capacity, political, and reputational risks, amongst others.
- (iv). Consider and integrate ESS and gender risks and related mitigation measures developed by co-consultants.
- (v). Assess the capacity of local institutions and stakeholders to implement and sustain project activities.
- (vi). Propose capacity-building and institutional strengthening measures to address governance risks.
- (vii). Develop a comprehensive risk management framework (accompanied by models and a matrix) with mitigation measures for each risk to inform the project design and Funding Proposal:
  - (a). Categorization of risks by type and severity.
  - (b). Proposed mitigation strategies for each identified risk.
  - (c). Monitoring and evaluation mechanisms to track and address risks throughout the project lifecycle.
- (viii). Provide inputs to the development of the Funding Proposal.
- (ix). Produce a comprehensive report.

#### Key Deliverables and Timeline

A detailed work plan will be developed by the Consultant(s) at the beginning of the consultancy to agree on milestones, deliverables and working modalities for each step of the process (remote/field). The consultancy is expected to be completed as shown in table 1.

The following specific deliverables will be required:

- (a). A comprehensive report with an analysis of all potential risks: operational, financial, political, environmental, social, legal, governance, reputation etc and recommendations for mitigation measures.

### **Risk Management Specialist: Qualifications and Experience**

- (i). Master's degree in risk management, project management, business administration, finance, environmental science, risk management, social science, law or related field.
- (ii). Additional relevant professional skills development training will be an advantage.
- (iii). Registration or membership with a reputable professional body for risk management will be an advantage.
- (iv). 10 year's relevant experience.
- (v). Experience in risk assessments for climate change projects.
- (vi). Familiarity with GCF Environmental and Social Safeguards (ESS) and national regulations.
- (vii). Strong analytical and reporting skills.
- (viii). Experience in social risk assessment and stakeholder engagement.
- (ix). Knowledge of Namibian laws and international compliance standards.
- (x). Familiarity with institutional capacity assessments and governance risk mitigation.

### **5.6. Economic and Financial Assessment**

The assessment will involve a rigorous economic assessment of the proposed funding proposal by analysing and evaluating the project's potential economic benefits and costs by identifying, calculating, and comparing them to determine its overall viability and financial attractiveness. This will also involve considering factors like proposed GCF initial investment, operating expenses, potential benefits of all types to be generated, and potential impacts on the wider economy. The aim is to establish the economic rationale for proposed project with the view to determine whether or not Namibia and GCF will derive value for their investment into the proposed project.

This assignment shall be led by an **Economist – preferably by one specialised in environmental/natural resource economics.**

### **Scope of Work**

- (i). Conduct the economic analysis for each project component and for the overall project applying universally applied models.
- (ii). Above to include a detailed Cost-Benefit Analysis.
- (iii). Identify all project costs and benefits through a comparison of with- and without project situations. Estimate the economic internal rate of return (IRR) on the basis of non-incremental and incremental economic benefits and economic costs (including economic capital, operation and maintenance costs) in constant economic prices.
- (iv). Assess the economic and financial sustainability because the project may include multiple components and may not be geared toward revenue generation.



- (v). Undertake sensitivity analysis to assess the effects of adverse changes in key assumptions that underlie the economic analysis and financial analysis, including but not limited to project costs, implementation delay, demand projection, market condition, and combination of these factors.
- (vi). Conduct financial analysis of the proposed project and estimate the weighted average financial internal rate of return (FIRR).
- (vii). Assess existing and potential opportunities for market access for the produce from the supported urban agriculture enterprises.
- (viii). Assist the consultant team leader in providing inputs to, and submitting the consultant team's inception, interim, draft-final, and final reports to AE and GCF.
- (ix). Provide input to and deliver the consultant team's reports and deliverables, especially the Funding Proposal 2-3 rounds of revision.

### **Key Deliverables and Timeline**

A detailed work plan will be developed by the Consultant(s) at the beginning of the consultancy to agree on milestones, deliverables and working modalities for each step of the process (remote/field). The consultancy is expected to be completed as shown in table 1.

Following specific deliverables will be required:

- (a). A comprehensive report that details economic and financial viability of the envisaged project.

### **Economist: Qualifications and Experience**

- (i). Master's degree or equivalent in economics.
- (ii). Specialisation in environmental/natural resources economics will be an advantage.
- (iii). Minimum of 10 years of experience in financial analysis and economic analysis of poverty alleviation, urban, ecological projects, agriculture or climate change adaptation projects.
- (iv). Experience in valuing environmental or ecological intangible costs and benefits will be a major advantage.
- (v). Experience with GCF or other international financial institutions funded projects.
- (vi). Experience in economic assessment of projects in southern Africa region.
- (vii). Practical and technical experience in developing and performing cost-benefit and cost-effectiveness analyses using shadow carbon prices.

### **5.7. Local Authority Readiness, and Regulatory Compliance Requirements Study**

Namibian laws established different types of local authorities ranging from municipal councils, town councils, and village councils. These authorities come with diverse capacities, i.e. size, institutionally, financially, human resource-wise, regulations and bylaws. Factors such location and level of economic activity within local authority boundaries are critical. A total of 57 local authorities are proclaimed throughout Namibia's 14 political regions. It is therefore essential that the envisaged project is planned and designed to cater for all types and capacities of local authorities in Namibia.

For this purpose, this study will seek to (a) determine the capacity levels of selected/recommended local authorities in order to determine their respective "states of

readiness”, and (b) inventory the collection of local authority bylaws which the proposed project and its beneficiaries will be required to comply with. Latter will effectively be a proactive systematic review process where project proponents are assisted to examine the project’s

proposed operations to ensure they adhere to all applicable laws, regulations, and industry standards, identifying potential areas of non-compliance and creating a plan to address them, mitigating legal and reputational risks associated with non-compliance.

This study will be undertaken by a **Namibian Local Authority Expert**.

### **Scope of Work**

- (i). Under a comprehensive capacity assessment each selected local authority relating to:
  - (a). Financial capacity
  - (b). Human resource capacity – especially expertise and skills that maybe needed to support the proposed project
  - (c). Any relevant capacity-related factors
- (ii). Compile a report on state of readiness for each local authority, clearly list factors and aspects that the projects need to cater for.
- (iii). Undertake an inventory of applicable local authority bylaws and regulations per local authority and indicate potential impacts on the proposed project – both positive as well as adverse.
- (iv). Develop a comprehensive “Regulatory Compliance Guideline” for the proposed project that caters for each selected local authority.
- (v). Support Team Leader in his/her interactions with local authorities and local authority organisations.

### **Key Deliverables and Timeline**

A detailed work plan will be developed by the Consultant(s) at the beginning of the consultancy to agree on milestones, deliverables and working modalities for each step of the process (remote/field). The consultancy is expected to be completed as shown in table 1.

The following specific deliverables will be required:

- (a). A comprehensive report that details capacities and readiness of selected local authorities.
- (b). A comprehensive Regulatory Compliance Guideline.

### **Specialist: Qualifications and Experience**

- (i). Master’s degree in political studies, Public or Business Administration, Law, Economics, or another relevant field.
- (ii). A minimum of 10 years of relevant professional experience in local government, local development issues in Namibia (minimum of 3 years in project management, monitoring and/or provision of specialist advisory services and similar type of duties)

- (iii). Knowledge of the policy and institutional framework relevant to decentralisation process and local and regional governments, service delivery, and comparative experiences/models, as well as capacity development at local level.
- (iv). Demonstrated experience in liaising and co-operating with government officials, municipal authorities, academic institutions, NGOs and private sector.
- (v). Excellent communications, report writing and analytical skills.

## 6. REPORTING REQUIREMENTS

The consultant(s) will work under direct supervision of AE'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. The consultant(s) will further work closely with a small team of AE technical staff

members who will providing 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.**

## 7. PROPOSAL SUBMISSION REQUIREMENTS

Interested consultant(s) are required to submit the following:

- A technical proposal outlining the proposed approach, methodology, and work plan for the assignment.
- A financial proposal detailing the consultancy fees and associated costs.
- CVs of key team members, highlighting relevant experience and expertise.
- Samples of similar work completed.
- Contact details for three professional references.

## 8. RELEVANT DOCUMENTS FOR FURTHER CONSULTATION

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It is highly recommended that the consultant(s) refer to the documents listed below, which can be obtained from the EIF <http://www.eif.org.na> and GCF <http://www.greenclimate.fund> websites.

1. GCF Investment Framework
2. GCF Appraisal Guidance
3. GCF Simplified Approval Process (SAP) Funding Proposal preparation guidelines
4. GCF Programming Manual
5. GCF Results Management Framework
6. GCF Gender Policy and Action Plan

- 7.** EIF Environmental and Social Safeguards Policy
- 8.** EIF Gender Policy and Action Plan
- 9.** EIF Procurement Policy and Procedures
- 10.** GCF Economic and Financial Assessment Guidelines.

### **Section 3: Evaluation Criteria**

This section contains supplementary criteria that the Employer shall use to evaluate bids.

#### **1. Evaluation**

- The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents will result in the rejection of its bid.
- The Procuring client shall award the Contract to one bidder based on the technical quality of the proposal, the expertise of his or her key staff members, the proposed work methodology, as well as the price of the proposal.
- All certified documents must be 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)) will be accepted. No colour photocopies allowed.
- The Bid evaluation shall comprise of the following stages:
  - Stage-1: Responsiveness check
    - Eligibility Evaluation
    - Mandatory Documents Compliance
  - Stage-2: Technical Evaluation Criteria
    - Specific experience of the Consultants relevant to the assignment (Total score 10)
    - Adequacy of the proposed methodology and work plan in responding to the Terms of Reference (Total score 20)
    - Key professional staff qualifications and competence for the assignment (Total score 60)
    - Participation by nationals among proposed key staff (Total score 10)
  - Stage-3: Evaluation of Financial Proposal of bidders who have secured a minimum pass mark in the technical evaluation.

## 1) Stage-1: Responsiveness check

### 1.1 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	<p>Does the bidder appear on any of the development bank ineligibility lists as follows:</p> <ul style="list-style-type: none"> <li>Procurement Policy Unit <a href="http://www.mof.gov.na/procurement-policy-unit">www.mof.gov.na/procurement-policy-unit</a></li> <li>UN Sanction list maintained by the Financial Intelligence Centre <a href="https://tfs.fic.gov.za/?_gl=1*9w6ev4*_ga*MTA2MzEyNjA2NC4xNzQ5NjI0NzE5*_ga_3EYLKF5QCS*czE3NDk2MjQ3MTgkbzEkZzAkdDE3NDk2MjQ3MzckajQxJGwwJGgw">https://tfs.fic.gov.za/?_gl=1*9w6ev4*_ga*MTA2MzEyNjA2NC4xNzQ5NjI0NzE5*_ga_3EYLKF5QCS*czE3NDk2MjQ3MTgkbzEkZzAkdDE3NDk2MjQ3MzckajQxJGwwJGgw</a></li> </ul>		

### 1.2. Mandatory Documents Compliance

No	Mandatory Requirements	Yes	No
1.	<p>Has the bidder submitted a Certified copies of either:</p> <ul style="list-style-type: none"> <li>(i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.</li> <li>(ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia.</li> <li>(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</li> <li>(iv) 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.</li> </ul> <p>- <i>For Namibian bidders only</i></p>		

No	Mandatory Requirements	Yes	No
	<ul style="list-style-type: none"> <li>- <i>International bidders are required to submit company registration documents.</i></li> <li>- <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></li> </ul>		
2.	<p>Has the Bidder provided a valid original or certified copy of an original Good Standing Tax Certificate;</p> <ul style="list-style-type: none"> <li>➤ <b>The certificate should be valid at the deadline of submission of bid.</b></li> <li>➤ <b>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</b></li> <li>- <i>For Namibian bidders only</i></li> <li>- <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></li> </ul>		
3	<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"> <li>➤ <b>The certificate should be valid at the deadline of submission of bid.</b></li> <li>➤ <b>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</b></li> <li>- <i>For Namibian bidders only</i></li> <li>- <i>In the case of Joint Ventures (JV), each JV partner must comply with the above</i></li> </ul>		
4	<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"> <li>➤ <b>The certificate should be valid at the deadline of submission of bid</b></li> </ul>		

No	Mandatory Requirements	Yes	No
	<ul style="list-style-type: none"> <li>➤ <b>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)</b></li> <li>➤ <b>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</b></li> <li>- <i>For Namibian bidders only</i></li> <li>- <i>In the case of Joint Ventures (JV), each JV partner must comply with the above</i></li> </ul>		
<b>5</b>	<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"> <li>- <i>For Namibian bidders only</i></li> <li>- <i>In the case of Joint Ventures (JV), each JV partner must comply with the above</i></li> </ul>		

## 2. Stage-2: Technical Evaluation Criteria

No	Technical Requirements: Description		Sub-scores
(i).	Specific experience of the Consultants relevant to the assignment		



	<p>The consultant must have track record in successful leading a minimum of three (3):</p> <p>(a) feasibility studies and</p> <p>(b) development of climate change adaptation proposals.</p> <p><b>Note:</b></p> <p>(i). Experience with successful GCF programming (10 points)</p> <p>(ii). No experience with successful GCF programming (8 points)</p> <p><b>The above should be substantiated by means of verifiable three (3) documentary evidence.</b></p> <p><b>i.e. reference letters, reference lists etc.</b></p>	<b>10</b>
	<b>Total Score for Criteria (i)</b>	<b>10</b>
<b>(ii).</b>	<b>Adequacy of the proposed methodology and work planning responding to the Terms of Reference</b>	
	<p>(a) Technical approach and methodology</p> <p><i>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.</i></p>	15
	<p>(b) Work plan</p> <p><i>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 tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8</i></p>	2.5
	<p>(c) Organization and staffing</p> <p><i>In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.</i></p>	2.5

	Total Points for Criteria (ii)	20
(iii).	<b>Key professional staff qualifications and competence for the assignment</b>	
	<p><b>The Team Leader - Climate Change Adaptation Specialist:</b> Strong, proven team leader's capacity to lead effectively as the project manager for successful implementation and completion of the assignment.</p> <p>A minimum of 10 years of substantive experience is required. The lead consultant must (a) possess demonstrated climate change adaptation programming expertise, (b) assemble and supervise the requisite team other consultants (both national and international), and (c) possess demonstrable Southern Africa contextual understanding.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- Please refer to the TOR on the Qualifications and Experience required.</li> <li>- The qualifications and experience required must be demonstrated.</li> </ul>	30
	<p><b><u>Demonstrated appropriate team members and arrangements:</u></b></p> <ol style="list-style-type: none"> <li>1. GIS &amp; Geospatial Mapping</li> <li>2. Agricultural Engineer</li> <li>3. ESS Specialist</li> <li>4. Gender Specialist</li> <li>5. Social Sciences Expert</li> <li>6. Risk Management Specialist</li> <li>7. Economist</li> <li>8. Namibian Local Authority Expert</li> </ol> <p>The proposed team is appropriately composed, including the expertise and experience of the proposed key team members as requested in the TOR, and their qualifications.</p> <p>Demonstrated ability of key staff to meet each scope of work and deliverables as requested in the TOR.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- Please refer to the TOR on the Qualifications and Experience required for each team member.</li> <li>- The qualifications and experience required must be demonstrated.</li> </ul>	30
	Total Points for Criteria (iii)	60
(iv).	<b>Participation by nationals among proposed key staff</b>	
	The proposed team includes Namibian experts.	10

	<b>Total Points for Criteria (iv)</b>		<b>10</b>
<b>TS</b>	<b>TOTAL SCORE</b>	<b>100</b>	

*Technical proposals that score at least 70 points out of 100 will be considered qualified for the review of financial proposal. Any proposal less than that will be disqualified from proceeding to the next step and its financial proposal shall be returned unopened following the award of the contract*

### **3. Stage-3: Evaluation of Financial Proposal**

The financial proposal of all bidders who have attained the minimum score in the technical evaluation will be evaluated subsequently. 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 follows:  $Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.

Consolidated Evaluation.

The weights given to Technical (T) and Financial (P) Proposals are: T = 0.70, and P = 0.30. Proposals will be 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:  $S = St \times T\% + Sf \times P\%$ . The bidder that achieves the highest combined technical and financial score will be invited for contract negotiations.

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**Form TECH-1: Technical Proposal Submission Form**

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]<sup>2</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We hereby declare that we are the exact same team that presented during the Expression of Interest stage and no consultants are added or removed.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

1 [In case Paragraph Reference 1.2 of the Bidding Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client**

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**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Bidding Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

**Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment**

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*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:]*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. 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.*

*b) Work Plan. 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 tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

### Form TECH-5: Team Composition and Task Assignments

[illegible]

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**Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff**


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1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_
2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*  
  
 From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>  <i>[List all tasks to be performed under this assignment]</i>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under</i>
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	<p><i>point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



**Form TECH-7: Staffing Schedule<sup>1</sup>**

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home] [Field]																
2																		
3																		
n																		
														<b>Subtotal</b>				
<b>Local</b>																		
1		[Home] [Field]																
2																		
n																		
														<b>Subtotal</b>				
														<b>Total</b>				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input

## Form TECH-8 Work Schedule

Nº	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

### **Section 5 -Financial Proposal**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal. The consultants are required to complete, sign where applicable and initial, and return the following financial forms.

Form FIN-1: Financial Proposal Submission Form

Form FIN-2: Summary of Costs

Form FIN-3: Breakdown of Costs by Activity

Form FIN-4: Breakdown of Remuneration

Form FIN-5: Breakdown of Reimbursable Expenses (Lump Sum) – **Not Applicable**

## Form FIN-1: Financial Proposal Submission Form

---

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes (*applicable only to consultants other than Namibian nationals*), which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

Name and Address of Agents	Amount in Namibian Dollars	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

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**Form FIN-2: Summary of Costs**

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	<b>Costs [In Namibian Dollars]</b>
<b>Total Costs of Financial Proposal <sup>1</sup></b>	

- 1 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

### Form FIN-3: Breakdown of Costs by Activity<sup>1</sup>

<b>Group of Activities (Phase):</b> <sup>2</sup> _____ _____	<b>Description:</b> <sup>3</sup> _____ _____
<i>Cost component</i>	<b>Costs</b>
	<b>In Namibian Dollars (N\$)</b> <sup>4</sup>
Remuneration <sup>5</sup>	
Reimbursable Expenses <sup>5</sup>	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Use the same columns and currency of Form FIN-2.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

**Form FIN-4: Breakdown of Remuneration<sup>1</sup> (Lump-Sum)**

*(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)*

[illegible]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.  
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.:  
3 craftsmen, clerical staff).  
4 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.  
5 Indicate separately staff-month rate and currency for home and field work.



**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”<sup>1</sup> 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”<sup>2</sup> 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;

<sup>1</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution.

<sup>2</sup> 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.

- (iii) “collusive practice”<sup>3</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>4</sup> 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

<sup>3</sup> “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup> A “party” refers to a participant in the selection process or contract execution.

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 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 Termination**

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  
Termination**

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  
Actions Requiring  
Client's Prior  
Approval**

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

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

**Client** 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 Materials Provided by the Consultants** Equipment or materials brought into the Republic of Namibia by the 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 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> 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

**Consultancy to undertake a comprehensive feasibility study leading to development of Funding Proposal Package and submission to GCF for the Project titled “Enhancing the resilience and adaptive capacity of urban and peri-urban communities to the impact of climate change through urban and peri-urban food systems in Namibia**

**Procurement Reference No: SC/RP/GCF-EIF -1/2025**

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
<b>1.4</b>	The language is English.
<b>1.6</b>	<p>The addresses are:</p> <p><b>Client:</b> Environmental Investment Fund of Namibia (EIF), 8933 Heinritzburg Heights, c/o Heinritzburg &amp; Dr. Theo Ben-Gurirab Streets, Klein Windhoek, P O Box 28157, Auas Valley, Windhoek, Namibia</p> <p>Consultant:</p>
<b>1.9</b>	<p>The Authorized Representatives are:</p> <p><b>For the Client:</b> Benedict Libanda</p> <p><b>For the Consultant:</b> .....</p>
<b>1.10</b>	<p><b>Taxes &amp; Duties.</b></p> <p>(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.</p> <p>(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"</p> <p>(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</p>

	that will yield to Consultant the same amount it would have received had no withholding tax been paid.
<b>2.1</b>	<p>Effective Date shall be:</p> <p>This Agreement shall become effective on the later of:</p> <p>(a) the date the last Party signs this Agreement; or</p> <p>(b) the date on which the first activity undertaken pursuant to this Agreement occurs.</p>
<b>2.2</b>	The time period shall be <b>TBC</b>
<b>2.3</b>	The time period shall be <b>TBC</b> .
<b>2.4</b>	This Contract shall expire ..... after the Effective Date, unless terminated earlier in accordance with Clause GC 2.9.
<b>3.2</b>	<p><b>Conflicts of Interest</b>, shall be amended as follows -</p> <p>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.</p> <p>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.</p> <p>Clauses 3.2.2 and 3.2.3 shall continue to apply in their entirety.</p>
<b>3.4</b>	<p>Liability of Consultant shall be deleted and replaced with –</p> <p>(a) <b>Liability of Consultant</b> shall be limited to as set out in the Contract and the Client's remedies shall be exclusively set out in the Contract.</p> <p>(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.</p> <p>(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.</p> <p>(d) This limitation shall not apply in the case of personal injury, death, gross negligence or wilful misconduct by the Consultant.</p> <p>(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.</p>
<b>3.5</b>	<p><b>Insurance coverage</b> shall be as follows:</p> <p>(a) The Consultant shall maintain policies of insurance for, Employer's liability with a limit</p>



	<p>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.</p> <p>(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.</p>
<b>3.6</b>	<p><b>Accounting, Inspection and Auditing</b>, the following clarification shall be added at the end of the clause -</p> <p>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.</p>
<b>3.8</b>	Not Applicable
<b>3.9</b>	<p>Documents prepared by the Consultant to be the property of the Client shall be deleted and replaced with:</p> <p>(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.</p> <p>(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.</p>
<b>4.1</b>	<p><b>General</b> - the following clarification shall be added at the end of the clause -</p> <p>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.</p>
<b>5.1.g</b>	<p>shall be deleted and replaced with –</p> <p>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</p>

	particular, Client will 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.																																				
6.1.b	<b>The ceiling in Namibian Dollars is:</b> ....., 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.																																				
6.2	<p><b>Remuneration and Reimbursable Expenses</b>, shall be deleted and replaced with -</p> <p>(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.</p> <p>(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: <b>To be discussed with the successful consultant.</b></p> <table><tr><th>PAYMENT</th><th>DELIVERABLE</th><th>% OF TOTAL FEE</th><th>AMOUNT (NAD)</th></tr><tr><td>1</td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td></tr><tr><td>5</td><td></td><td></td><td></td></tr><tr><td>6</td><td></td><td></td><td></td></tr><tr><td>7</td><td></td><td></td><td></td></tr><tr><td></td><td><b>Total</b></td><td></td><td></td></tr></table> <p>(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.</p> <p>(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.</p>	PAYMENT	DELIVERABLE	% OF TOTAL FEE	AMOUNT (NAD)	1				2				3				4				5				6				7					<b>Total</b>		
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<b>6.4(a)</b>	<p><b>Mode of billing and payment:</b></p> <p>Reference to advance payment and advance payment guarantee where it appears in this clause and elsewhere shall be omitted.</p>
<b>6.4(b)</b>	<p>shall be deleted and replaced with –</p> <p>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.</p> <p>Payment by the Client shall be made within 30 days of invoice.</p>
<b>6.4(c)</b>	<p>The interest rate is: 2% above the bank of England base rate.</p> <p>“sixty (60) days” shall be replaced by “thirty (30) days”</p> <p>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.</p>
<b>6.4(d)</b>	<p>“ninety (90) days shall be replaced by “sixty (60) days”.</p>
<b>6.4(e)</b>	<p>The accounts are:</p> <p>Remittance advice to:</p>
<b>8.2</b>	<p><b>Disputes shall be settled by arbitration</b> in accordance with the following provisions:</p> <p>(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.</p> <p>(b) Arbitration Proceedings:</p> <p>(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 <b>UNCITRAL Arbitration Rules</b> in effect at the time the dispute arises.</p> <p>(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.</p> <p>(c) Appointment of Arbitrators: The arbitration shall be conducted by two (2) arbitrators. The Parties shall jointly appoint the arbitrators in accordance with the <b>UNCITRAL Arbitration Rules</b>. 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 Arbitration Foundation of Southern Africa (AFSA), to appoint the arbitrators.</p>

	<p>(d) <b>Initiation of Arbitration:</b> 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.</p> <p>(e) <b>Venue and Language:</b> The arbitration shall take place in <b>Cape Town, South Africa</b>, or at an alternative location mutually agreed upon by the Parties. The language of the proceedings shall be English.</p> <p>(f) <b>Final and Binding Award:</b> 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.</p> <p>(g) <b>Confidentiality:</b> 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.</p> <p>(h) <b>Default Judgment:</b> 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.</p> <p>(i) <b>Court Actions and Interim Relief:</b> 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.</p> <p><b>Consent to Court Order:</b> Each Party irrevocably consents to the arbitrators' award being made an order of court and undertakes not to oppose such an application.</p>
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## Contract Agreement

This CONTRACT (hereinafter called the “Contract”) is made on the ..... of the month of ....., 2025, between, on the one hand, Environmental Investment Fund of Namibia (EIF) (hereinafter called the “Client”) and, on the other hand, ..... (hereinafter called the “Consultant”).

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services: Terms of Reference and Form Tech-4
    - Appendix B: Reporting Requirements – **not used**
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Cost Estimates in Local Currency
    - Appendix E: Duties of the Client
    - Appendix F: Forms of Advance Payment Guarantee – **not used**
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

1. For and on behalf of Environmental Investment Fund of Namibia (EIF)

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Mr. Benedict Libanda  
**CHIEF EXECUTIVE OFFICER**

2. For and on behalf of .....

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**Name:**  
**Designation:**