



Request for Proposal

for

Environmental and Social Impact Assessment and Environmental and Social Management Plan for the Mpunguvlei Scheme Extension Project

Procurement No: SC/RP/NW-010/2026

CLIENT	NAMIBIA WATER CORPORATION (NAMWATER)	
NAME OF BIDDER		
CONTACT PERSON		
E-MAIL ADDRESS		
POSTAL ADDRESS		
CONTACT PHONE NUMBER	WORK:	MOBILE:

Documents must be posted / delivered to:

The Quotation/Bid Box

Attention: Procurement Management Unit (bids@namwater.com.na)

Namibia Water Corporation Ltd.

Private Bag 13389

176 Iscor Street, Aigams Building

Windhoek

Closing Date: Tuesday, 04 November 2025, at 11h00

NO LATE BIDS WILL BE ACCEPTED!

Initials.....

NOTICE TO BIDDERS

- ☐ **Please take note of initializing all pages of the standard bidding document and initial all the supporting documents including company profiles, brochures, etc.**
- ☐ **Take note to sign all relevant pages as stipulated in the bidding standard document.**
- ☐ **Copies of documents not certified by the Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) will not be accepted.**

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Request for Proposal

LETTER OF INVITATION

Dear Bidders,

Subject: Environmental and Social Impact Assessment and Environmental and Social Management Plan for the Mpunguvlei Scheme Extension project.

You are hereby invited to submit technical and financial proposals for consultancy services required to conduct an Environmental and Social Impact Assessment and Environmental and Social Management Plan for the Mpunguvlei Scheme Extension project for the **NamWater**, which could form the basis for future negotiations and ultimately, a contract between you and the **NamWater**.

This bidding process is reserved for Namibian registered entities.

1. The purpose of this Request for Proposal is to:

Procure consultancy services and will serve as a basis to appoint a qualified Consultant to urgently carry out the assessment, with the aim of acquiring an Environmental Clearance Certificate (ECC).

2. The following documents are enclosed to enable you to submit your proposal:

- a) The Terms of Reference (TOR) [**Annexure 1**];
- b) Supplementary information for consultants, including the suggested format of curriculum vitae [**Annexure 2**]; and
- c) A sample format of the Service Contract under which the service will be performed [**Annexure 3**]

3. Any request for clarification should be forwarded in writing to the Procurement Management Unit, **email address:** bids@namwater.com.na. Request for clarifications should be received **7** days prior to the deadline set for submission of proposals.

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

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

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5. Eligibility

- a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- d) The following mandatory documentary evidence is required to accompany the Technical Proposal;
 1. have a valid certified copy of complete company Registration 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))**
 2. Have an original or certified copy of a valid 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);**
 3. Have a valid good Standing Social Security Certificate;
 4. Have 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 or a Confirmation Letter from the Employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate was issued **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)).**
 5. Submit a Bid securing declaration.
 6. 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; and;

6. Submission of Proposals

The proposals from the consultants shall be submitted in two separate envelopes, namely **Technical and Financial proposal**, and should follow the form given in Annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **Tuesday, 04 November 2025**, The Quotation/Bid Box, Namibia Water Corporation Ltd, Private Bag 13389, 176 Iscor Street, Aigams Building, Windhoek.

- Appointment of sub-consultants is allowed. Please ensure that expenses related to appointment of sub-consultants are included in your financial proposal.

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Proposals should not be forwarded by electronic mail.

7. Evaluation of Technical Proposals

Proposals shall be well organised, straightforward, clear and concise, and be responsive to the requirements of the Terms of Reference. Technical Proposals will be evaluated on the basis of the following criteria which will be weighted as indicated:

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Criteria no.	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: [100]	Points
(i)	Specific experience of the Consultants in the area of knowledge/practice preferably on infrastructure development projects: 1. 10 or more ESIA projects 20 2. 6 to 9 ESIA projects 12 3. 1 to 5 ESIA projects 8	[20]
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: i. Proposed Approach and Methodology, Timeframe, Deliverables, Understanding and Critiquing of ToR [40] ii. Clarity and Completeness of the Document and Approach, Quality, Layout, Organization and Staffing [15]	[55]
(iii)	Key professional staff qualifications and competence for the assignment: a) Team Leader/Project Manager i. Min bachelor's honours degree in Environmental Science/Management or related fields, and 7 years professional experience in proposed position and with the execution of works of similar scale and nature as described in the scope of works. [15] The number of points to be assigned to the above position or discipline shall be determined considering the following three sub criteria and relevant percentage weights: 1. General qualifications [20%] 2. Suitability for the assignment & minimum relevant experience with similar assignments [70%] 3. Experience in Namibia [10%]	[15]
(iv)	Participation by nationals among proposed key staff [10]	[10]
	Total	[100]

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The Technical Proposal should achieve a score of at least 70 points according to the evaluation to qualify for the opening of the Financial proposal. The Financial Proposals of all Consultants who meet the technical criteria and expectations of NamWater will be opened and evaluated.

4. Issuing of addenda

During the course of the quotation preparation period, the Client may wish and reserve the right to issue addenda to the Terms of Reference. This will be done in the form of formal notices, which will be forwarded to addresses provided.

5. Consultancy composition and consortium agreements

Should the prospective Consultants wish to form a consortium or joint venture between several companies, then the terms “Consultant” or “Consultancy” contained in this Terms of Reference should thus be taken to read a “consortium” or “joint venture” of Consultants? A letter of intent indicating the firm commitment from the prospective partners in this regard should be included, which should also clearly indicate the agreement of the lead Consultant and Project Manager. This is required to facilitate communication with the Client.

Exclusive contracts between Consultants are not allowed for this study.

6. Deciding Award of Contract

Understanding the Terms of Reference, as well as the qualifications and experience of the consultants shall be considered as the paramount requirement. The Technical proposals will be evaluated on the basis of acquiring at least a minimum of 70 points. Consultants meeting the required 70 points for their technical proposals will qualify for the opening of their financial proposal. The financial proposals will be ranked according to cost. Awarding of consultants will only be done after successful negotiations.

If necessary, negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will proceed 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.

7. Rights of the Public Entity

- a) Please note that the Namibia Water Corporation (NamWater) is not bound to select any of the consultants submitting proposals. NamWater is also not bound to select the cheapest if negotiations are unsuccessful.
- b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

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8. Duration of Assignment

The ESIA and ESMP reports and all annexures should be submitted to MET for Environmental Clearance maximum 6 months after the agreed official commencement date of the work. Due cognizance of this is to be taken and the Consultant is requested to plan and submit his/her working programme as per Gant chart or similar for the execution of the study accordingly. The completion date of the assignment shall be the date when MET issues Environmental Clearance (in the absence of a fatal flaw).

You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

9. Validity of Proposal

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

10. Commencement date of Assignment

Consultant will only commence with the study after receiving the award letter and purchase order (PO).

11. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the Namibia water Corporation (NamWater) shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

- a) Payments to the Consultant in connection with carrying out this assignment;
- b) Equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). And
- c) Property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

12. 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.

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13. Conformation of Invitation to submit proposal

We should appreciate if you would inform us by email:

- a) Your acknowledgment of the receipt of this Letter of Invitation within 3 days; and
- b) Further indicate whether or not you will be submitting the proposal.
- c)

14. The Namibia water Corporation (NamWater) would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Procurement Management Unit

Initials.....

Bid Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

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ANNEXURE 1: TERMS OF REFERENCE

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Abbreviations and Acronyms

CoC	Code of Conduct
DEA	Directorate of Environmental Affairs
DESIA	Detailed Environmental and Socio impact Assessment
EAP	Environmental Assessment Practitioner
ESIA	Environmental and Social Impact Assessment
ESIAR	Environmental and Social Impact Assessment Report
EMA	Environmental Management Act, 2007
ESMP	Environmental and Socio Management Plan
I&APs	Interested and Affected Parties
LEAP	Lead Environmental Assessment Practitioner
MAWLR	Ministry of Agriculture, Water and Land Reform
MET	Ministry of Environment and Tourism

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1. PURPOSE OF THE TERMS OF REFERENCE

The purpose of this Terms of Reference (ToR) is to provide specifications to procure consultancy services and will serve as a basis to appoint a qualified Consultant to urgently carry out an Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP) for the Mpunguvlei Scheme Extension Project.

2. AIMS OF THE STUDY

The aim of the study is to produce ESIA and ESMP Reports, which will provide sufficient information to enable the Competent Authority and Directorate of Environmental Affairs (DEA) at Ministry of Environmental and Tourism (MET) to make an informed decision about the project. The information submitted to the DEA should be sufficient to enable the DEA to issue an Environmental Clearance Certificate (ECC) in the absence of a fatal flaw/s. In the absence of fatal flaw/s, the Reports should enable decision makers to decide whether to proceed with the project as anticipated, and if so, what the implications of mitigation are likely to be. The ESMP should clearly indicate how mitigation measures would be implemented to avoid or minimise negative impacts and to enhance positive impacts. Monitoring and rehabilitation measures should be properly addressed.

3. MPUNGUVLEI OVERVIEW

3.1 BACKGROUND

Mpunguvlei is a settlement situated in the Kavango West Region in Northern Namibia. It is located some 40 km west of Mpunguvlei. Mpunguvlei Water Supply Scheme (WSS) is a borehole scheme supplying water to the Mpungu Primary School and the Himanwa Iithete Junior Secondary School (both with hostels), as well as a clinic and seven private consumers.

The location of Mpunguvlei is depicted in **Figure 1**.

3.2 MPUNGUVLEI EXISTING INFRASTRUCTURE

3.1 Water Source

The Mpunguvlei Water Supply Scheme (WSS) source of water is the from three production boreholes (WW 30956, WW 221888 and WW 100121) from where water is pumped through a 500 m long, 75 mm diameter uPVC pipeline delivers water from the boreholes of the “new scheme” to the new ground level plastic tanks reservoir. A schematic layout of the existing infrastructure is indicated in **Figure 3**.

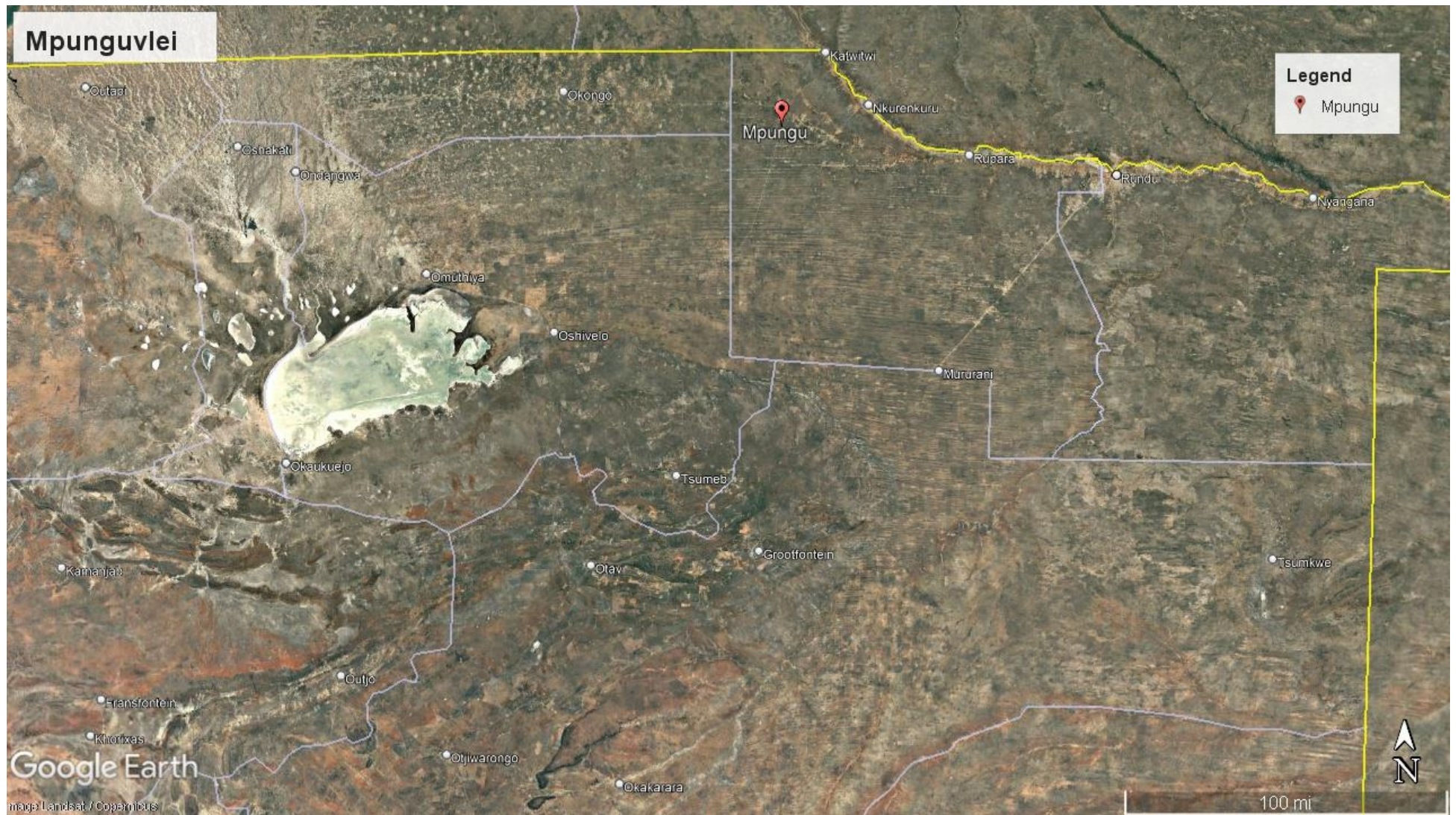


Figure 1: Mpunguvlei Location Map

3.2 Water Quality and Disinfection

Disinfection of the water is achieved by placing chlorine tablets into floating dispensers in the elevated reservoirs at the old scheme and in the ground level reservoir at the new scheme.

3.3 Pipe Work

A 500 m long, 75 mm diameter uPVC pipeline delivers water from the boreholes of the “old WSS” to the old reservoir. A 500 m long, 75 mm diameter HDPE pipeline runs from the borehole of the “new WSS” to the new ground level reservoir.

The maximum capacities of the pipelines have been calculated to be 21 m³/h for the 75 mm uPVC pipeline and 18 m³/h for the 75 mm HDPE pipeline.

3.4 Reservoirs

The “old water supply scheme” has two elevated reservoirs. The first consists of three plastic tanks with a nominal capacity of 15 m³, mounted on a 7 m high tank stand. The second reservoir consists of six plastic tanks with a nominal capacity of 60 m³, mounted on a 6 m high tank stand. The “new water supply scheme” has a ground level pressed steel tank, with a nominal capacity of 80 m³ and a pressed steel elevated reservoir, with a nominal capacity of 30 m³ mounted on a 15 m high tank stand.

3.5 Power Supply and Control System

The pumps are controlled automatically and are switched off with a pressure switch and on again with a timer. A “Moeller Easy” PLC is installed in the control panel. A Grundfos SQ 3-95, with a delivery capacity of 3 m³/h at 98 m water head, is installed in borehole (WW 100121, WW 22188 and WW 30956). The pumps can deliver at least 1.5 m³/h at 90 m water head.

Electrical power to the borehole pumps is supplied from a NORED pole mounted transformer, situated very far from the boreholes. The main supply to the boreholes of the old scheme is via a 50 A TP circuit breaker, situated in a distribution board fixed against the wall of the pump station building.

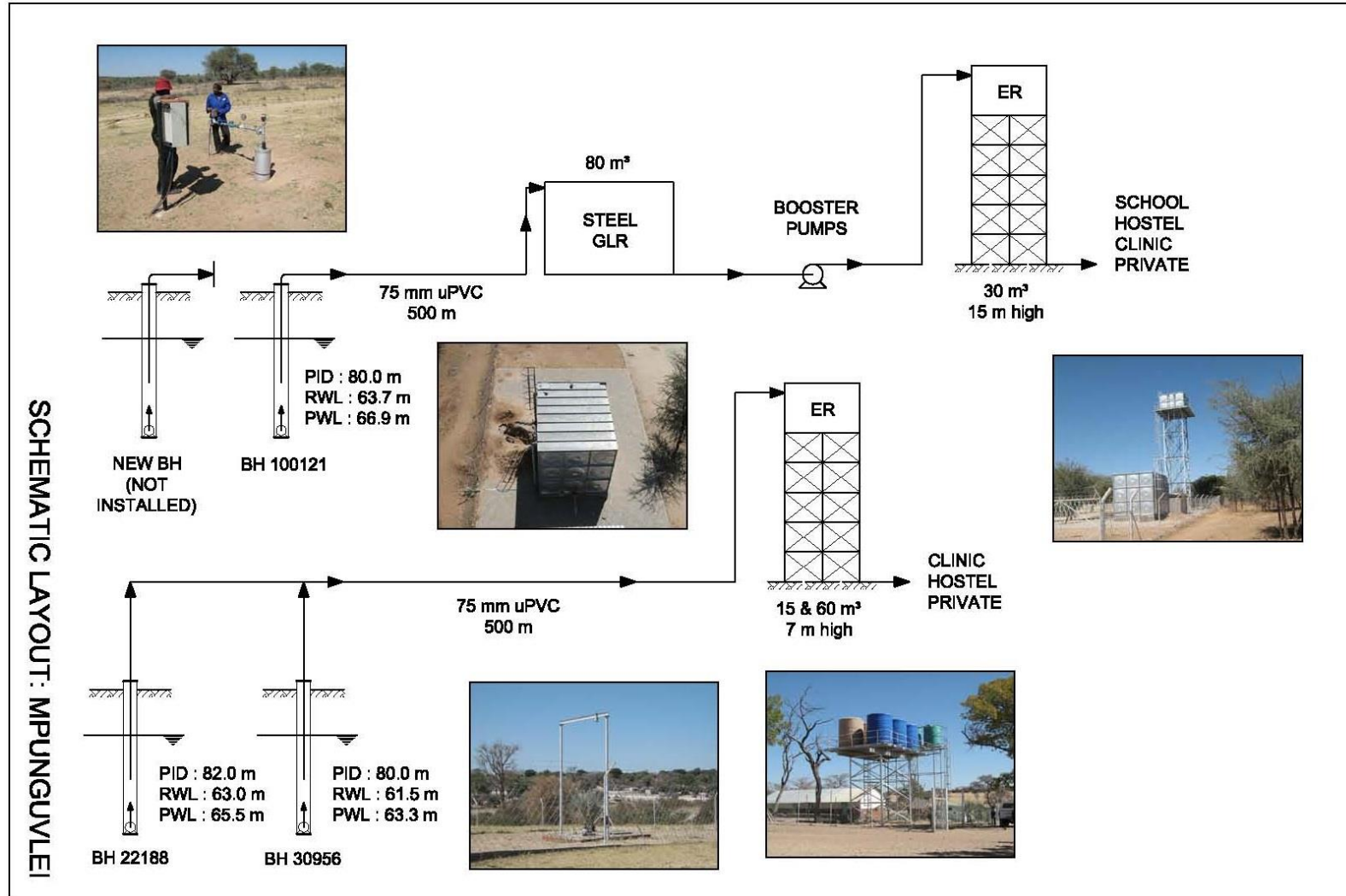


Figure 2: Mpunguvlei Scheme Layout

4. PROPOSED SCOPE OF WORKS

The Mpunguvlei water supply scheme extension project entails, see **Figure 3** proposed infrastructure.

- Abstraction of the ground water from the successful newly drilled boreholes (WW100272, WWW 100273, WWW 100274).
- Construct a transfer water supply system to connect the new boreholes.
- Construct a 225 m³ elevated reservoir to meet the two-day storage at Mpunguvlei.

4.1 Construction of pipeline

Borehole 2 to junction -63 mm diameter HDPE pipe, Borehole 1 to junction – 40 mm diameter HDPE pipe, Borehole 1 and Borehole 2- 75 mm diameter HDPE pipe, Borehole 3 to elevated tank at the clinic - 50 mm diameter HDPE pipe.

Total pipeline length – 2.4 km.

4.2 Construction of Elevated Reservoir

Construction of a new 225 m³ elevated steel reservoir, with a storage capacity of two days, and casting of concrete slab for the containerised system.

4.3 Water Treatment

It is proposed to treat the water using a container will house a hypochlorite system and electronic scales for monitoring the levels of the sodium hypochlorite containers.

A 1+1 sodium hypochlorite dosing pup system with varying flow conditions (signal controlled, 4-20 AMP input and output) will be installed.

4.4 Power Supply

The proposed infrastructure will require electrical works to power the newly drilled boreholes pumps and the water treatment system, envisioned power is a (16 kVA, single phase).

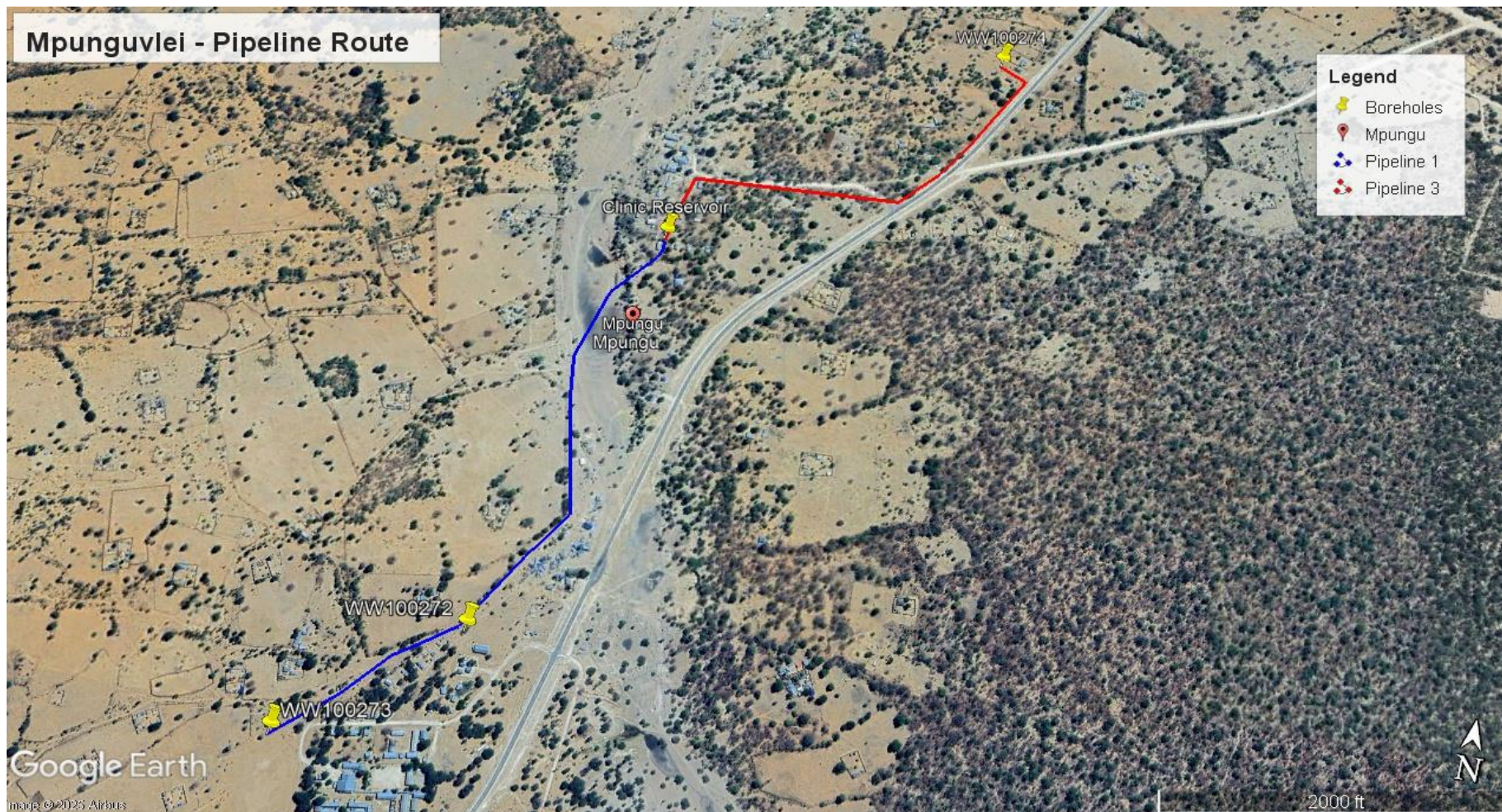


Figure 3: Mpunguvlei pipeline routes

5. ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT AND ENVIRONMENTAL & SOCIAL MANAGEMENT PLAN REQUIREMENTS FOR PROPOSED DEVELOPMENT

Environmental and Social Impact Assessment (ESIA) is a tool used for decision making regarding projects, developments and programs. The purpose of ESIA is to give the environment its due place in the decision-making process by clearly evaluating the environmental consequences of a proposed activity before any action is taken. An ESIA, as described in the Environmental Management Act of 2007 (EMA), is defined as a process of identifying; predicting, interpreting and communicating the potential impacts that a proposed major project or plan will have on the environment. Furthermore, ESIA's evaluate significant effects of activities on the environment, as well as the risks and consequences of activities and options for mitigation with a view to minimizing adverse impacts, maximizing benefits, and promoting compliance with the principles of thorough environmental management.

This ESIA must ensure that the proposed project is environmentally sound and sustainable; that decision-making is improved through appropriate analysis of actions and their likely environmental impacts; and that stakeholders/potentially affected people are properly consulted.

Since 1990, the government has adopted a number of policies that promote sustainable development. Most of these have their roots in the following clause of the Namibian Constitution:¹ Article 95(1), which commits the state to actively promote and maintain the welfare of the people by adopting policies aimed at the:

“... maintenance of ecosystems, essential ecological processes and biological diversity of Namibia and utilization of living natural resources on a sustainable basis for the benefit of all Namibians, both present and future ...”

The EMA stresses the integrated nature of an ESIA and defines environment as the complex of natural and anthropogenic factors and elements that are mutually interrelated and affect the ecological equilibrium and the quality of life, including land, water, and air; all organic and inorganic material; and all living organisms; as well as various components of the human environment. These include the landscape and natural, cultural, historical, aesthetic, economic, and social heritage and values. Thus, the Act requires detail investigations for all disciplines that merited specialist attention.

Before a developer can commence with an activity listed in Part VII of the EMA, s/he must obtain an Environmental Clearance Certificate from MET. Authorization is only granted after an ESIA and ESMP have been completed and MET is satisfied that the activity is

¹ Government of the Republic of Namibia. 1990. *The Constitution of the Republic of Namibia*. Windhoek: Government of the Republic of Namibia.

environmentally acceptable (i.e., negative impacts can be avoided or mitigated satisfactorily).

The main objective of the ESMP is to ensure that the required environmental impact mitigation practices are followed (minimizing adverse impacts and promoting positive impacts), and that optimal environmental protection is achieved during the various stages of the project. The proposed measures must be in detail, practical and auditable. The ESMP covers all aspects of planning, construction, operation and decommissioning of the project, which are relevant to environment. It is essential to implement the ESMP right from the planning stage and then continuing it throughout the construction and operation and even decommissioning stage.

Overall, the ESMP aims to bridge the gap between the ESIA phase of the project and the implementation of the project, particularly regarding the implementing the mitigation measures recommended in the Environmental and Social Impact Assessment Report (ESIAR) and then monitoring, auditing and taking corrective actions during implementation of the project. The ESMP draws on the ESIAR to identify activities that may impact on the environment, the project aspects that may impact upon the environment and general mitigation of impacts. Like all rules and contracts, the ESMP must be properly implemented for it to be effective.

However, it goes beyond merely indicating how impacts may be mitigated, and identify standards, objectives, and targets for this mitigation. It should also allocate responsibilities, resources, and timeframes to each of the activities identified in order to ensure compliance with regulatory guidelines. The ESMP should also address in detail rehabilitation measures to be implemented for all phases of the project. A monitoring/audit program and responsibilities will be assigned for monitoring during implementation and after completion of the project. It is vital that the consultant adhere to the all the relevant regulations governing the project.

6. INSTRUCTIONS TO CONSULTANTS FOR PREPARING AND SUBMITTING PROPOSALS

Consultancies are invited to put forward proposals for the execution of an environmental impact assessment and compilation of an Environmental Social Management Plan during the planning, construction, operational and decommissioning phases of the proposed Mpunguvlei Scheme Extension Project and associated infrastructure project. The Environmental Consultant will be responsible for registering the project with MET as prescribed by legislation and for submitting documentation to all the relevant national bodies e.g. the National Heritage Council as required and according to the relevant legislation.

7. TECHNICAL PROPOSAL

7.1 Format and specific requirements.

To assist with the evaluation of proposals, it is important for Consultants to follow the same format. Therefore, the Proposal should provide information in the order specified below.

- Table of contents;
- List of tables and drawings;

- Short introduction and summary;
- Consultancy profile and appropriate experience;
- Understanding of the project and providing comments for improvement of the terms of reference;
- Description of intended approach and method statements;
- Work programme;
- Project management and staffing;
- Local involvement;
- Appropriate condensed curriculum vitae of all personnel (Employment history must be indicated).

7.2 Introduction and summary

The Proposal shall commence with a general description of the Consultant's understanding of the project, also confirming his ability to undertake the study. A general introduction to the consultancy is then to be provided.

7.3 Consultancy profile

Information on the composition of the study team and its support system is to be provided. Important aspects would be a balanced and appropriate structuring to ensure transparency and objectiveness of the various components of the study.

7.4 Appropriate experience

Appropriate background information on the nature of similar studies for infrastructure development projects should be given. In particular, the Consultant shall provide a list of projects which have been done for and approved by relevant authorities. The list should include information on the name of the project, client, dates, value of the work and the financial institution involved.

7.5 Understanding of the project and comments for improvement of the terms of reference

The Consultant shall present an outline description of the objectives to be pursued and how the project will be approached. The documented ToR serves as the basis of the proposal and the requirements of the project are to be carefully studied. Clarification is to be sought from the Client in cases where the ToR is found to be unclear. The Consultant is requested to provide comments on the ToR and is in this particular context free to suggest amelioration and/or additions to the given ToR, which he feels would lead to more conclusive results or to a better or more viable project.

There must however be no ambiguousness or confusion in what is being covered by the Proposal and what would be considered as desirable but will not be covered by the presented Financial Proposal. Any alternative offer shall be in addition to the main offer and be accompanied by full explanations and justifications for the proposed additions, modifications

or deviations. Any alternative offer is to be accompanied by a binding cost proposal.

7.6 Outline description of approach, method statement and work programme

This section shall contain the main technical proposal to give an indication of what is included as work items. Method statements shall be clear as to how the work would be organised and carried out. Information is to be provided to what degree of detail each individual project component will be studied and in what form it will be presented. A summary of the functions of key personnel is also to be provided.

7.7 Work Program

Provide a detailed work program, indicated on a Gantt chart.

7.8 Project management and staffing

Particulars on how the project will be managed and staffed are to be provided.

7.9 Local Namibian Involvement

Particulars are to be given on the extent to which local Namibian Consultants and other sources will be involved, employed or utilised, including capacity building and skills transfer.

7.10 Curriculum vitae

Condensed curriculum vitae of appropriate and related experience of all staff, including the Specialists, to be employed should be included. Employment history must be indicated.

8. FINANCIAL PROPOSAL

8.1 General

The cost of the services will have to be presented and agreed on a fixed sum remuneration structure. The agreed figure will cover all consultancy services required as detailed in the Proposal and shall include all salaries and allowances to personnel, charges by authorities, fees, taxes, duties, overhead costs and administrative expenses, as well as all other direct expenses.

The Consultant should indicate the cost for conducting the study in phases. Phases should be costed separately:

Phase 1: Scoping Study – the scoping phase shall involve at least the following tasks: establish the policy, legal and planning framework.

Phase 2: Detailed Environmental and Socio Impact Assessment

Phase 3: Environmental and Socio Management Plan

8.2 Cost breakdown

- i. Professional fees for each team member based on daily rates for work in Namibian Dollars (N\$) and indicated for each phase;
- ii. Professional fees for each sub-consultant based on daily rates for work in

Namibian Dollars (N\$) and indicated for each phase;

- iii. Reimbursable costs indicated for each phase;
- iv. Other cost items (if any).

Consultants should complete Form F-4 for calculation of costs and also submit the completed Form F-4 as part of the financial proposal.

8.3 Other conditions

The Consultant shall furthermore base his financial offer on the following assumptions:

- The offer is to remain valid for at least 90 calendar days.
- No advance payments will be made, and all payments will be based on actual work done to the satisfaction of NamWater, i.e. no payments will be made to Consultants if the reports received are deemed to be subpar by NamWater when compared to the specifications listed in the ToR.
- Payments will not be made on draft reports. Only when NamWater's comments have been incorporated and reports approved and accepted as final by NamWater.
- Consultants will not be requested to change factual and correct information.
- Claims for reimbursable costs should be based on actual expenses and will be supported by receipts
- The last 20% of the contract amount will be paid upon issuance of an ECC.

8.4 Agreement

After evaluation, the successful Consultant will be called upon to enter into an Agreement with the Client as is presented in Annexure 3 of this ToR. The contract should be ready for signing within 2 weeks after the Consultant receives the award letter via email.

9. SCOPE OF WORK

The study will cover all aspects relating to the planning, design, construction, operation and decommissioning of the proposed new infrastructure development (as described in Chapter 4). As a minimum, the following aspects should be investigated and considered under planning, design, construction, operating and decommissioning scenarios, as relevant:

- Site and route selection and alternatives;
- Site clearance and fencing;
- Bulk earthworks and civils;
- All mechanical and electrical work;
- Chemicals to be used for treatment processes;
- Solid waste disposal, including opportunities for recycling;

- Air emissions (mainly dust during construction);
- Road access infrastructure and alternatives;
- Construction yard, workshops and laydown areas;
- Construction workforce and permanent workforce;
- Road access infrastructure and alternatives;
- Groundwater pollution;
- Any other issue not listed above but identified as a concern.
- No-go option.

9.1 Phase 1: Scoping

The Scoping Phase shall involve at least the following tasks:

- Registration of the project with MET.
- Establish the policy, legal and planning framework as described in section 4.2 above.
- Literature review.
- Authority scoping.
- Public participation programme via interviews, public meetings, etc.
- Description of the receiving environment.
- Identification, description and evaluation of alternative sites, designs, processes, pipeline routes, power line routes, road access routes, etc.
- Preliminary identification of impacts.
- Develop terms of reference for specialist studies if/as required;
- Compilation of a Scoping Report;
- Submission of draft Scoping Report to NamWater;
- Incorporating NamWater's Comments.
- Distribution of Scoping Report to I&AP;
- Addressing comments and concerns received from I&AP;
- Submission to MET.

These tasks are described in more detail below.

9.1.1 Literature review

In addition to the reports on other infrastructure projects in similar environment, the successful Consultant will be expected to consult the wealth of other literature on infrastructure construction impacts globally and the ecology of the areas that will be crossed.

Sufficient relevant literature should be consulted.

9.1.2 Legal Framework

The study needs to contain a review of all current and impending legal requirements relevant to this project.

The final designs and management plans for this project should conform to the existing and proposed legal requirements, which may include inter alia, the need for permits, licenses or authorisations.

Of equal importance for this project, are the obligations of the Namibian government to uphold the provisions of the various protocols and conventions to which it is a signatory. These include inter alia: the International Convention on Biological Diversity and the UN Framework Convention on Climate Change.

9.1.3 Authority Scoping

The Consultant shall set up scoping meetings with representatives from the relevant authorities as required.

9.1.4 Public participation programme

The Consultant shall draw up a detailed Public Consultation and Disclosure Plan², which shall include, but not be limited to the following:

- A timetable for communication;
- Develop proper communication channels that will ensure that all potential I&AP are informed about the project and do have the opportunity to respond;
- Draw up a comprehensive list of Interested and Affected Parties;
- Develop and send out a Background Information Document and Invitation to participate to all I&APs;
- Develop an I&AP register;
- Advertise the project and the Public Participation Process in all major and relevant local newspapers and other media as appropriate;
- Hold at least one public meeting at Mpunguvlei (discuss venue with NamWater). Provision should be made for virtual attendance by I&APs;
- Compile minutes of the meetings and distribute to all participants;
- Organise appropriate feedback mechanisms for public comment;
- Consult with stakeholders regarding development plans for the area;
- Compile a detailed Comments Report which will show how public concerns will be addressed;
- Compile and implement an appropriate grievance mechanism.

The Consultant will be expected to work closely with NamWater to facilitate public meeting/s and all Covid-19 protocols should be adhered to.

9.1.5 Description of the receiving environment

The Consultant shall provide a detailed description of the receiving environment, using the information obtained from similar studies, site observations and measurements, input from other research studies and updated data bases. The environmental components shall include at least:

- Location and land ownership;
- Climate;
- Topography;
- Geology;
- Soils and land capability;

² In accordance with the IFC Good Practice Manual for Doing Better Business through Effective Public Consultation and Disclosure.

- Surface and groundwater resources (inasmuch as they may be affected);
- Air quality;
- Noise;
- Visual impact;
- Terrestrial vegetation;
- Terrestrial fauna;
- Socio study and Socio-economic structure;
- Heritage resources.

Possible fatal flaws must be reported to the NamWater's Project Manager and environmental team as soon as they are identified.

9.1.6 Project description and identification of alternatives

In consultation with the design engineers, the Consultant must provide a detailed description of the proposed infrastructure development in terms of its layout, design, inputs and outputs at each stage of project development i.e. construction, operation and decommissioning. The Consultant must also investigate feasible alternatives.

Firstly, the possible alternatives need to be identified and described and then the environmental and economic advantages and disadvantages of these options should be evaluated using a set of agreed criteria. The results of the alternatives analysis should be presented at the public meeting/s and in the Scoping Report, together with the preferred options and the reasons for choosing them.

9.1.7 Preliminary identification of impacts and determination of specialist studies

The Scoping Report should provide a qualitative evaluation of the potential impacts and issues. Significant impacts relating to each project phase need to be highlighted. The Scoping Report should indicate if any specialist studies will be required for the significant impacts as well as for those impacts for which there is insufficient information to make an informed decision. The Scoping Report shall provide detailed terms of reference for the specialist studies.

9.1.8 Scoping Report

The Consultants shall submit a draft Scoping Report to NamWater for review and comment. Note that the draft Scoping Report could be subjected to an external peer review if so decided by NamWater. The draft Scoping Report should be made available to the public for comment after discussing and incorporating the NamWater comments. The draft Scoping Report will be submitted by the Consultant to the Competent Authority and MET for review and approval after taking care of the public's comments. The draft Scoping Report should contain at least the information as described above in as much detail as is available.

9.1.9 Submission to Ministry of Environment and Tourism

The Consultant should proceed with the compilation of the ESMP if sufficient information is available after completion of the Scoping Report to allow MET to issue an Environmental Clearance certificate. The Scoping Report and ESMP will subsequently be submitted to MET in application for an Environmental Clearance.

The investigation will only proceed to the DEIA phase if specialist studies are justified and motivated.

9.2 Phase 2: Detailed Environmental Impact Assessment

The DEIA stage of the work must include:

- On-going public participation and stakeholder engagement.
- Close liaison with the project design team to refine alternatives and options for sites, routes, technologies etc. with the aim of minimising negative impacts and maximising opportunities;
- All specialist studies identified in the scoping study;
- Detailed EIA Report.

The DEIA Report must be a stand-alone document, which can be included in the overall bankable feasibility study report for the project. The draft DEIA Report must be submitted to NamWater for review and comments prior to submitting it to the public. Note that the draft DEIA Report could be subjected to external peer review if so decided by NamWater. The draft DEIA Report will be submitted by the Consultant to MET for review and approval after taking care of the public's comments. The specialist studies and all documentation relating to the public consultation process must be included in a separate volume or volumes.

The EIA Report should contain at least the following sections:

- **Preliminaries**
 - Cover page with name of project, reference number and date
 - Client's name and contact details
 - List of authors and credentials
 - Executive summary
 - List of abbreviations, acronyms
 - Glossary of terms
 - Acknowledgements
 - Table of contents, including appendices, tables, figures.
- **Introduction**
 - Description of proposed project
 - Motivation, rationale for the project
 - General environmental background
 - Structure of the EIA Report (road map)
- **Approach and methodology**
 - Terms of reference for the EIA
 - EIA process followed
 - Public participation process followed
 - Assumptions, limitations and constraints
- **Public issues and concerns**
 - Group and summarise stakeholder issues and concerns
 - Provide detailed issues and responses report in an appendix.
- **Legal and Planning framework**
 - Expand on Scoping Report
- **Description of project and alternatives**
 - Location, site, power line routes, pipeline routes, road routes and alternatives;
 - Major project components and alternatives;
 - Major inputs – raw materials e.g. power, water, construction materials, chemicals, labour, traffic, etc.;
 - Major outputs – solid and liquid wastes, gaseous emissions, dust, noise, products, etc.;
 - Project timetable per phase.
- **Description of affected biophysical and socio-economic environments.**
- **Impact assessment (for each project phase)**
 - Direct, indirect; positive, negative;
 - Nature of impact – temporary, permanent; reversible/irreversible; synergistic, antagonistic, cumulative;
 - Magnitude and scale – sphere of influence/impact;
 - Duration – once-off, construction, life of project, persistent;
 - Probability of occurrence;
 - Significance;
 - Confidence limits;
 - Residual impact – after mitigation applied;
 - Comparative evaluation of alternatives;
 - Cumulative impacts;

Relate to stakeholder concerns.

- **Recommended mitigation measures**

Provide suggestions for mitigation that are feasible, practical, and realistic and agreed with NamWater. The recommended mitigation measures will form the basis of the ESMP (see Section 9.4).

- **Conclusions**

Compare alternatives and trade-offs;

Summarise the main impacts and residual effects after applying mitigation;

List the risks and uncertainties relating to the findings and the implications for decision-making;

Recommendation to issue Environmental Clearance Certificate.

- **Supporting information**

List of references

- **Appendices – all specialist studies, public participation documentation, comment and response trail, etc.**

9.3 Phase 3: Environmental Management Plan

The ESMP should be compiled after completion of the detailed EIA Report if sufficient information is not available in the Scoping Report to successfully apply for Environmental Clearance.

The ESMP should be compiled for mitigation of adverse and favourable impacts and situations during planning, construction and rehabilitation, operation and decommissioning. The ESMP will contain detailed recommendations and mitigation plans. Ambiguity should be avoided. The ESMP will not state that various management plans should be developed (for example waste management plan) without providing the detailed plan. It is the responsibility of the Consultant (and not the Client) to develop these management plans.

The ESMP will set out a detailed monitoring programme to ensure that the execution of activities will support achieving the objectives of the project. Furthermore, it will ensure that all aspects of infrastructure development are complying with the environmental management objectives as detailed in the EIA. The ESMP will indicate who will be responsible for monitoring, the location of monitoring points, what must be monitored and how frequently. The ESMP will be a dynamic and stand-alone document.

The draft ESMP Report must be submitted to NamWater for review and comments prior to submitting it to the public. Note that the draft ESMP Report could be subjected to external peer review if so, decided by the entities. Subsequent to distributing the draft ESMP report to the public and taking care of their comments, the Consultant will submit the draft ESMP Report to the Competent Authority and MET for review and approval.

The ESMP should contain a part that will manage risks associated with the social factors. The ESMP will be drawn up in close collaboration with the project design engineers, environmental specialists, social and gender specialists and the risk assessment team to ensure that all measures required to achieve the agreed environmental management objectives are applied.

The ESMP should describe a grievance procedure and contain appropriate forms that will assist I&APs to lodge grievances at an appropriate body.

The ESMP will be in a form that can be included in construction tender documents.

The ESMP should contain at least the following:

- A Code of Conduct (CoC);
- Delimitation of responsibilities;
- Environmental design criteria;
- Impact on local communities;
- Site establishment;
- Construction camps, offices and associated activities;
- Construction working areas and laydown areas;
- Construction activities;
- Civil, mechanical and electrical works;
- Sourcing and management of construction materials;
- Concrete batching;
- Workshops, vehicle and equipment management;
- Maintenance;
- Waste management;
- Operation of the infrastructure;
- Risk Management;
- Grievance Procedure;
- Decommissioning;
- Closure and rehabilitation of construction site.

9.4 Grievance Mechanism

A detailed Grievance Mechanism for both the Community and the Contractor's personnel will be compiled for use through the remainder of the ESIA process into the construction and operation phases of the project.

The Grievance Mechanism should include amongst others the following:

- Purpose of the Grievance Mechanism
- Definition of Grievance
- Roles and Responsibilities
- Grievance Management
- Complaint Register

- Confidentiality/ Data Management
- Conflicts of Interest
- Protection from Retaliation

9.5 Application for Environmental Clearance

The Consultant is responsible for submitting the relevant reports (DESIA and ESMP reports) to the Competent Authority and MET and to apply for Environmental Clearance. The Consultant will enquire with MET regarding the progress of the application and authorization process. The Consultant will inform NamWater as soon as Clearance have been received and will forward the Clearance letter to NamWater. The Consultant is responsible for informing I&APs about the result of the application for Environmental Clearance.

9.6 Completion of Assignment

The Consultant's assignment is completed once the Environmental Clearance Certificate has been received from MET and distributed to all I&AP.

10. WORK PROGRAMME

The key dates for the project are listed below.

Activity	Completion Date
Study commencement date (approximate)	One week after award
Submit draft Scoping Report to MET Submit ESMP to MET (if Scoping study is sufficient) for Environmental Clearance	4 months after study commencement date
Submit DESIA Report and ESMP Report to MET for Environmental Clearance	6 months after study commencement date

11. REPORTING AND INFORMATION

The Consultant shall submit to the Client the following reports:

- i. An electronic copy of the draft Scoping Report for Client (NamWater) review in MS Word and pdf format.
- ii. Two (2) colour copies of the final Scoping and ESMP Reports including annexures as approved by MET, if only a Scoping Report and ESMP will be submitted to MET (i.e. no detailed EIA phase is required);
- iii. An electronic copy of the final Scoping Report as submitted to MET in MS Word and pdf format shall be forwarded to the Client;

- iv. An electronic copy of the draft DEIA, ESMP, specialist reports and all other annexures for Client (NamWater) review in MS Word and pdf format.
- v. Two (2) hard copies, printed in colour, of the final DEIA and ESMP Reports, including the annexures. To be submitted to NamWater after approval by MET;
- vi. An electronic copy of the final DEIA, ESMP, specialist reports and all other annexures in MS Word and pdf format shall be forwarded to the Client. To be submitted after approval by MET;

The Consultant will inform the Client without delay about extraordinary circumstances arising during the performance of the services and about all matters requiring the consent of the Client. Furthermore, the Consultant shall furnish to the Client such information related to the services as the Client may request from time to time.

12. ARTICLES AND CONDITIONS OF AGREEMENT FOR THE PROVISION OF CONSULTANCY SERVICES

12.1 Remuneration, Terms and Method of Payment

12.1.1 Remuneration

The Client shall pay the Consultant for services rendered in terms of this Agreement the sum as indicated in the award letter, hereinafter referred to as the "Contract Sum". A cost breakdown of this amount is given in the Financial Proposal and subsequent agreements thereto which forms Annexure C of the Agreement.

12.1.2 Terms of payment

The Consultant's fees shall be paid within thirty (30) days after the end of the month in which the claims were received. Claims can be submitted after reaching mutually agreed milestones/deliverables. The claims should be in detail and shall include details of individuals that worked on the project and the Consultant should indicate fixed amounts for reimbursable costs allocated to each milestone. Claims should indicate actual hours spend on the project. Payment will be based on actual expenses for hours worked and actual reimbursable costs.

The Consultant should in the financial proposal indicate the percentage of fees payable after completion of deliverables.

The final invoice will not be less than 20% of the financial cost as proposed by the Consultant. The final invoice will not be paid if MET refuses to issue an Environmental Clearance for any reason other than a fatal flaw, e.g. due to a lack of information contained in the reports or due to the Consultant not following the approved regulations and EMA Act, etc. The Consultant will be appointed and paid to ensure that Environmental Clearance will be issued by MET in the absence of a fatal flaw.

The Consultant shall claim actual reimbursable costs according to the reimbursable amounts

indicated for reaching each milestone. Supporting documents/receipts have to be submitted for claiming reimbursable costs.

12.1.3 Alterations or modifications to assignment

In the event of circumstances arising which could not have been reasonably foreseen by the Consultant or in the event of the Client modifying the study requirements, necessitating alterations to completed work or alterations to work in progress and which also require the alteration to any report or other document prepared in whole or in part by the Consultant, the whole of the cost of revising, amending or reproducing such documents to bring the work up to the stage at which it was modified shall be the subject of additional payment. Such remuneration shall be calculated on a time and cost basis based on rates quoted in this Agreement.

12.1.4 Disputed invoices

If any item or part of any item, in any invoice submitted by the Consultant is contested by the Client, the Client shall give prompt written notice with reasons and shall not delay payment on the remainder of the invoice. Failure to agree on the contested matter or item shall be treated as a dispute.

12.1.5 Progress Meetings

Monthly progress meetings, or more frequently, if necessary, between the Consultant and NamWater will be scheduled by the Consultant to discuss progress and issues of concern. Minutes will be taken by the Consultant.

ANNEXURE 2 - SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Consultant (Form F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) The consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).
- (v) The technical proposals shall be submitted in one original and 1 copy.

(b) Financial Proposals

- (i) The financial proposals should be given in the form of summary of Contract estimate (Form F- 4).
- (ii) The financial proposals shall be submitted in one original and 1 copy.

Contract Negotiations

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

Review of reports

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

BID SUBMISSION FORM

From: _____ To: _____

**Hiring of Consultancy Services for Environmental and Social
Impact Assessment and Environmental and Social Management Plan for
the Mpunguvlei Scheme Extension Project**

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

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

FORM F-3**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

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

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

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

Cost Estimate of Services³**Remuneration:**

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

Sub-Total (Remuneration) _____**Out-of-Pocket Expenses⁴ :**

(a) Per Diem ⁵ :	Room charge	Subsistence	Days	Total
	_____	_____	_____	_____

(b) Air fare: _____

(c) Lump Sum Miscellaneous Expenses⁶ : _____**Sub-Total (Out-of-Pocket)** _____**Contingency Charges:** _____**Total Estimate:** _____

³ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified⁴ Reimbursable at cost with supporting documents/receipts unless otherwise specified.⁵ Per Diem is fixed per calendar day and need not be supported by receipts.⁶ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

ANNEXURE 3 - CONTRACT

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

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

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The Consultant shall commence the Services on *[date]* upon signature of the present Contract and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.
- 2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

ARTICLE III

DUTIES OF THE CONSULTANT

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

ARTICLE IV

PAYMENT FOR THE SERVICES

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

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:
 - (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII

LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.

- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII

FORCE MAJEURE

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

ARTICLE IX

TERMINATION OF CONTRACT

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

amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X

DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI

MODIFICATION OR AMENDMENT

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

ARTICLE XII

EFFECTIVE DATE

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

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.

- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____

Physical Address : _____

Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____

Physical Address : _____

Facsimile : _____

ARTICLE XIV

GOVERNING LAW

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

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

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment