



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

Office of the Bursar

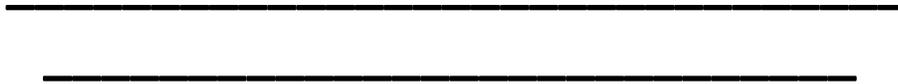
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Request for Proposal

For

**The Provision of Consulting Services to develop the State of Energy Report and framework for the
Namibia Energy Institute.**



Procurement No: SC/RP/NUST-029/2018

**Namibia University of Science and Technology
13 Storch Street, Private Bag 13388, Windhoek, NAMIBIA
Telephone: +264 61 207 2020; Fax: +264 61 207 2966; Email address: bidbox@nust.na**



REQUEST FOR PROPOSAL

LETTER OF INVITATION

Dear Prospective Consultant

Subject: **The Provision of Consulting Services to develop the State of Energy Report and framework for the Namibia Energy Institute**

1. You are hereby invited to submit technical and financial proposals for consultancy services required for develop the State of Energy Report and framework for the Namibia Energy Institute.
2. The purpose of this assignment is to advice on a modality on how to consistently collect energy related data and draft the Namibian State of Energy Report.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) the terms of reference (TOR) **[Annexure 1]**;
 - (b) supplementary information for consultants, including a suggested format of curriculum vitae **[Annexure 2]**; and
 - (c) a sample format of the Service Contract under which the service will be performed **[Annexure 3]**.
4. Any request for clarification should be forwarded in writing to: Ms Rosemary Tjombonde;
Tel: +264 61 207 2020; Fax: +264 61 207 2966; email address: bidbox@nust.na. Request for clarifications should be received **14 days** prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standards of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: **www.mof.gov.na/procurement-policy-unit** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

6. Eligibility

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

7. Submission of Proposals

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

Namibia University of Science and Technology

13 Storch Street

Bid Box

Elizabeth Haus, Ground Floor (Security Foyer)

Windhoek, NAMIBIA

26 October 2018

12h00

8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from Consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those Consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will move to 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 pricing proposals.

9. Rights a Public Entity

- (a) Please note that the Namibia University of Science and Technology is not bound to select any of the consultants submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

10. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of **three (3) months** you should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

11. Validity of Proposal

You are requested to hold your proposal valid for **two (2) months** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Namibia University of Science and Technology will make its best efforts to finalize the agreement within this period.

12. Eligibility Criteria

To be eligible to participate in this Proposal exercise, you should attached the following mandatory documents:

- a) A valid Company Registration Certificate;
- b) A valid Good Standing Tax Certificate;
- c) A valid Good Standing Social Security Certificate;
- d) A valid 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;

13. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded by **07 January 2019**, you will be expected to take up/commence with the assignment in seven (**7**) **working days'** time thereafter.

14. 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 University of Science and Technology 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).

15. 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.

16. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us by facsimile (+264 61 207 2966) or email to bidbox@nust.na :

- (a) your acknowledgment of the receipt of this Letter of Invitation within seven **(7)days**; and
- (b) further indicate whether or not you will be submitting a proposal.

17. The Namibia University of Science and Technology would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Ms. Rosemary Tjombonde
Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

TERMS OF REFERENCE

1. Background

Namibia has set herself an ambitious goal to become “a prosperous and industrialized nation developed by her human resources, enjoying peace, harmony and political stability” (Vision 2030). It is widely acknowledged that activities leading up to this vision are heavily depended on energy input. It is therefore crucial that government priorities and apports a large chunk from the national budget to the energy sector to be utilized towards Manpower Development, Research & Development (R&D) and investment in energy infrastructure in order to lessen dependency from outside and promote optimal investment in the sector. This is in line with the provisions of the 1998 white paper on energy which states that “The Ministry of Mines and Energy will take the lead in promoting research, which will require data and co-operation from the energy sector, and for proposing subsequent measures. These measures are expected to contribute to the energy goals of energy security, economic efficiency and sustainability”. The same charge is reiterated in the Namibia Energy Policy (2017) which asserts Government will create and maintain a Government-funded energy data and information custodian that is tasked to collect, collate and make available energy-related data and information on a continuous basis.

2. Rationale for the Energy Report

To date, insufficient research and analysis concerning, available energy resources, energy efficient practices and technologies, energy end-use patterns of households, commerce and industry and government has been undertaken. Particularly with regard to Namibian urban and rural households, very little is known about the nature of energy use. Without this information it is difficult, even impossible, to analyse the performance of energy in these sectors for policy to be effective. The present Terms of Reference (TOR) document describes the first steps in addressing the challenges identified above. Its primary purpose is to provide a comprehensive state of energy report containing all relevant available data pertaining to the energy sector. The present ToR is not comprehensive and should be seen as a guideline as it is our view of the possible activities required. Consultants are therefore requested to submit proposals to enhance the current view.

3. Deliverables and Responsibilities

- a) Assist the Namibia Energy Statistic Committee to develop a database of energy related data, sources and an analysis of data quality and remaining data gaps
- b) Capturing all the collected data electronically (database) in a format to be agreed with the Namibia Energy Statistic Committee which is compatible with international best practice systems.
- c) Propose a modality to establish sectoral working groups (residential, industry, commerce, transport, government, electricity supply etc.) – people with knowledge of specific sectors - useful for focusing and supporting the information gathering around a particular sector.
- d) Assess energy data limitations and deficiencies and formulate strategies to circumvent them
- e) Draft the State of Energy Report

4. State of Energy Content

- a) A description of Namibia's vision and goals, and priorities reflected by the various policy documents as they relate to energy and sustainability.
- b) An overview of economic trends, identifying historical GDP trends, projections of growth for the next 5 years and other relevant macroeconomic indicators.
- c) Energy Sector Financial indicators
- d) Energy efficiency opportunities are to be identified in all sectors, and potential impacts estimated where significant (e.g. efficient lighting, etc.)
- e) List of contact details of all energy-related stakeholders, with a very brief (1 paragraph) description of each.
- f) List and briefly describe major and relevant energy initiatives, projects and plans in the Country, including their status (current, completed, potential).
- g) What energy products are duty free exempt
- h) Basic data on Namibia's climate, geography, population, housing, etc.
- i) As far as possible, all data is to be supplied for a chosen base year. This base year should be as recent as possible, considering data availability.
- j) CO2 equivalent: calculate CO2 equivalent for relevant sectors, subsectors and overall

4.1. Demand Side

- a) Demand side data to be broken up by sector / subsector / Region / Town where possible and available.
- b) Energy intensities Country, Rural vs urban, per region etc.
- c) Energy efficiency (useful energy vs rejected energy)
- d) Uses of energy (For leisure, domestic, productivity etc.)
- e) Total demand of each energy source for the country.
- f) Total emissions (local and global) per energy source and per sector.
- g) Where historical trends in demand over the years are available, this is to be supplied for main consumption categories. If not available, estimates are to be made to the best of the consultant's ability, based on expert knowledge of the sector.
- h) Energy demand projections: calculate the current growth rate from all sectors and give estimates of energy use at a future target date, preferably 2030 if the data is available. Variables to assist in demand projections:

4.1.1. Residential

- a) Total number of households
- b) Energy consumption per type per households, broken down into high, medium and low-income households (Grid and off-grid)
- c) Broken down (in quantity and proportion) into different end-uses (lighting, cooking etc.), and by type of appliance (e.g. gas or stove, paraffin, electrical hotplate or stove/oven, wood, charcoal incandescent or CFL light, etc.).
- d) Proportions of households using particular energy sources and appliances are to be given for the above categories, as far as this data is available.
- e) Average expenditure on energy, by source, for the above categories of household
- f) Prices of different energy sources

4.1.2. Industrial

- a) Number of different industries, broken down into standard categories (mining, food & beverages, pulp & paper, etc.).
- b) PV Roof top grid connected system
- c) Solar Water Heaters connected (Thermosiphon's and Pumped system)
- d) Electrical geysers connected
- e) Ripple controllers connected
- f) Total consumption per energy source for sector
- g) Average consumption of different industry categories (quantified by energy source)
- h) Proportions of industries using different energy sources with categories.
- i) Relative energy intensity per capita
- j) Employment
- k) Output

4.1.3. Commercial

- a) Number of commercial users
- b) Average energy source profile (in a few different sub-categories where users differ greatly in characteristics):
 - i. Broken down (in quantity) into different end uses (HVAC, lighting etc.) and type of appliance (fluorescent, CFL, incandescent lighting, etc.) as far as possible.
 - ii. Proportions of users using particular energy sources and appliances are to be given, as far as this data is available.
- c) Average expenditure on energy source, by source, per user (or user sub- category)
- d) Relative energy intensity
- e) Employment
- f) Output

4.1.4. Government

- a) Number of government users
- b) Average energy source profile (in a few different sub-categories where users differ greatly in characteristics):
 - i. Broken down (in quantity) into different end uses (HVAC, lighting etc.) and type of appliance (fluorescent, CFL, incandescent lighting, etc.) as far as possible.
 - ii. Proportions of users using particular energy sources and appliances are to be given, as far as this data is available.
- c) Average expenditure on energy source, by source, per user (or user sub- category)

4.1.5. Transport

- a) No. vehicles (broken down into petrol, diesel, other)
- b) Vehicle-km (or passenger-km for passenger transport)
- c) Trip length and time

- d) Cost and subsidies
- e) Modal splits for passenger transport, in division of rail/bus/taxi/private.
- f) No. Freight vehicles and average freight ton-km
- g) Energy used by each transport mode, quantified by energy source.
- h) Emissions (global and local) from energy sources (per unit as well as total)
- i) Emissions by transport mode
- j) Trends in vehicle types, energy demand and modal splits.
- k) Flights

4.1.6. Mining

- a) Number of mines by type
- b) Average energy source profile (in a few different sub-categories where users differ greatly in characteristics):
 - i. Broken down (in quantity) into different end uses (HVAC, lighting etc.) and type of appliance (fluorescent, CFL, incandescent lighting, etc.) as far as possible.
 - ii. Proportions of users using particular energy sources and appliances are to be given, as far as this data is available.
- c) Average expenditure on energy source, by source, per user (or user sub- category)
- d) Relative energy intensity
- e) Employment
- f) Output

4.2. Supply Side Data

- a) Primary Energy Production
- b) Energy Import and export
- c) Total primary Energy Supply
- d) Energy Transformation output
- e) Energy transformation input
- f) Energy conversion losses
- g) System efficiency
- h) Track historical changes and trends
- i) Benchmark against SADC and other regions
- j) Legal framework
- k) Energy companies
- l) Number of people employed in energy sector

4.2.1. Electricity

- a) Generation Capacities and networks
- b) Electricity generation capacities
- c) Network capacities
- d) Imports
- e) Exports
- f) Energy balances of electricity
- g) Energy Companies
- h) Electricity prices

- i. Relative to neighboring countries
- ii. Historical
- iii. Projections
- i) Economic indicators (Tariffs, contribution to GDP, employment etc.)

4.2.2. Liquid Fuels (Oil)

- a) Potential crude oil reserves
- b) Total imports and from where
- c) Companies in the sector
- d) Storage capacity
- e) Total supply per oil type
- f) Modes of transportation and losses
- g) Selling capacity
- h) Oil products prices
 - i. Relative to neighbouring countries
 - ii. Historical
 - iii. Projections
- i) Emissions sources
- j) Trends in total supply

4.2.3. LPG

- a) Total supply
- b) Supply sources
- c) Cost of supply of different sources
- d) Emissions from different sources
- e) Trends in total supply
- f) Energy prices

4.2.4. Coal

- a) Coal reserves
- b) Coal products energy balance
- c) Coal prices

4.2.5. Renewable Energy

- a) Resources
- b) Penetration per resource
- c) Electricity generation
 - i. On-grid
 - ii. Off-grid
- d) Solid Biofuels
- e) Liquid biofuels
- f) Energy prices

4.2.6. Energy efficiency

- a) Indices and trends
- b) Energy efficiency in buildings
- c) Energy efficiency in industry
- d) Energy efficiency in transport
- e) Road transport by cars
- f) Transport energy efficiency

4.3. Greenhouse gas emissions from energy sector

- a) CO₂ emissions in Namibia
- b) Analysis of various targets and activities on emission reduction

5. Data Sources

- a) Energy data will primarily be provided through the Namibia Energy Statistic Committee
- b) Data can be sourced via various stakeholders (officials and key organizations), secondary data sources (reports) and estimates from various other sources.
- c) Namibia Statistic Agency
- d) Bank of Namibia and
- e) Other government agencies

6. Potential Data Problems

- a) May find in many areas data has never been systematically collected
- b) Might have to rely on ad-hoc studies, old data, or make assumptions based on national or provincial data.
- c) No/inaccessible data
- d) Good energy supply info, but poor demand (user) info
- e) No centralized collection of data on energy
- f) Data not collected in units you need
- g) Good data on one sector for one year, but for no other sectors for that year
- h) Very basic info on facilities may be lacking
- i) Different departments don't communicate with each other

7. Expected Competencies and Experience of Consultant

- a) Sufficient professional capacity and experience to undertake all tasks that may be required to execute the work successfully in terms of this document.
- b) Experience and knowledge of the principles and practice of sustainable development, and energy's role in this.
- c) Detailed experience and knowledge of the energy sector.

8. Proposal Content

- a) Detailed outline of proposed methodology and approach within the set timeframe
- b) Flow chart programming all aspects of work to be undertaken and associated deliverables
- c) Total budget, with budget breakdown in terms of work stages or activities
- d) Man-days estimated for activities/work stages, with individual consultant rates.
- e) Outline of the consultant team, and team member competencies and roles in the project.
- f) CV's of team members.
- g) Organizational profiles.
- h) Previous experience in processes of a similar nature carried out by your team
- i) Any special input of expertise that you may offer

9. Outputs

The Consultant shall:

- a) Database of energy related data, sources and an analysis of data quality and remaining data gaps
- b) Propose modality to establish sectoral working groups (residential, industry, commerce, transport, government, electricity supply etc)
- c) A strategy on how to circumvent data limitations and deficiencies within the energy sector
- d) **Draft state of energy report** (5 copies + 1 electronic version in MS WORD and PDF) and allowing for a 2-week period for comments.
- e) **Final state of energy report** (5 copies + 1 electronic version in MS WORD and PDF), which shall be submitted the latest one week after the reception of comments to the draft report.
- f) Compile the **proceedings** (5 copies + 1 electronic version in MS WORD and PDF) of the stakeholder workshop (Cost of workshop must not be included in the bid price, as it will be paid for by the client).

The reports shall be submitted in English.

10. Contract duration and fees:

(a) Duration of initial contract

The duration of the contract is for a total period of **three (3) months**.

(b) Payment

NUST engages The Consultant on a fixed total amount basis including fees and expenses and inclusive of VAT. Invoicing and payments shall be on the basis of achieved milestones as per the payment schedule, and no motivation of fees or expenses shall be furnished to NUST without invoices.

20% of the Total Amount, to be paid upon receipt and acceptance of an inception report incorporating a draft version of Consulting Services by NUST;

40% of the Total Amount, to be paid upon receipt, acceptance and presentation of the revised Draft Report by NUST; and

40% of the Total Amount, to be paid upon receipt and acceptance of the Final Report by the NUST.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- i. Curriculum Vitae of in-house available expertise (Consultant) (Form F-2).
- ii. Detailed outline of proposed methodology and approach within the set timeframe
- iii. Flow chart programming all aspects of work to be undertaken and associated deliverables
- iv. Man-days estimated for activities/work stages, with individual consultant rates.
- v. Outline of the consultant team, and team member competencies and roles in the project.
- vi. Organizational profiles.
- vii. An outline of recent experience on comparable assignments/ projects executed during the last five years which proof successful experience in a similar nature carried out by your team (Form F-3).
- viii. Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- ix. A description of the manner in which the Consultant would plan to execute the work.

(b) Financial Proposals

- i. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4) and must include a detailed cost analysis, including but not limited to estimated total cost and provisions for contingencies (Form may be amended as appropriate).

2. The proposals shall be submitted in **one (1) original** and **three (3) copies**.

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 a 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: _____

Request for Proposal for the Provision of Consulting Services to develop the state of Energy report and framework for the Namibia Energy Institute.

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

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

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

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

Cost Estimate of Services¹

Remuneration:

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

Out-of-Pocket Expenses² :

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

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

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

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

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

Annexure 3

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as **Annexure 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 (**Annexure 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 *[30]* 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 *[30 days]* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The Parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

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

ARTICLE XI
MODIFICATION OR AMENDMENT

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

ARTICLE XII
EFFECTIVE DATE

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

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment