



**Request for Proposal
for
Provision of revaluation services for water supply
infrastructure for NamWater**

Procurement No: SC/RP/NW-014/2026

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 (+264 61 71 2009, bids@namwater.com.na)

Namibia Water Corporation Ltd.

Private Bag 13389

176 Iscor Street, Aigams Building

Windhoek

**Closing Date: Tuesday, 27 January 2026 at 11h00
NO LATE BIDS WILL BE ACCEPTED!**

Request for Proposal

LETTER OF INVITATION

Dear Bidders,

Subject: Provision of revaluation services for water supply infrastructure for NamWater

1. You are hereby invited to submit technical and financial proposals for consultancy services required under **Provision of revaluation services for water supply infrastructure for NamWater** for the **Namibia Water Corporation Ltd (NamWater)** which could form the basis for future negotiations and ultimately, a contract between you and the **NamWater**.
2. The purpose of this assignment is to:
 - (a) To determine the current economic value of the Neckartal Dam and its associated major infrastructure components.
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 NamWater, to the following email address, Bids@namwater.com.na.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

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

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- (d) The following mandatory documentary evidence is required to accompany the Technical Proposal;
 - a. have a valid certified copy of 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)**)
 - b. 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)**);
 - c. Have a valid good Standing Social Security Certificate;
 - d. 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)**).
 - e. Submit a Bid securing declaration.
 - f. In terms of labour law legislation, the bidder must sign an undertaking form of section 138 of the Labour Act, 2015 and section 50 (2) (D) of the Public Procurement Act, 2015.
 - g. Submit reference at least 3 letters from previous clients (corporate clients / organizations) that clearly indicates that the bidder has successfully offered revaluation of assets Services. The reference letters should not be older than 7 (seven) years at the time of bid submission. The reference letters should contain the following information as a minimum: **Client Name, Client contact details, The scope of services rendered , Contract duration, A date when the reference letter was issued**. The reference letter must be signed and must be on the client's official letterhead. Bidders are hereby notified that Letters of Award of Contract, Signed Contract Awards, issued Purchase Orders and other proof of intent do not qualify as reference letters and will not be considered as reference letter(s) in respect of this bid.
 - h. In the case of partnerships, joint ventures, consortia, or similar arrangements: Submit a duly executed agreement clearly indicating the identity of the members, their respective percentage participation, roles and responsibilities, governance arrangements, and confirmation of joint and several liability. Where such agreement has not yet been executed, Bidders must provide a draft agreement initialled by all proposed partners or members to be executed on award of the contract. Since this is issued through an Open National Bidding, Bidders are only allowed to form Joint Ventures between Namibian entities;

- i. Submit CVs (use Form F-2) of key personnel (Team leaders and members) along with supporting qualification documents. All qualifications must be either the original certificates or copies certified by a Commissioner of Oaths.
- j. Proposed strategy/methodology on revaluation of asset management capacity & delivery schedule.
- k. Proposed report covering the understanding of the following elements; Revaluation concept, Methodology & procedures, Deliverables and Future replication of revaluation

7. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **Tuesday, 27 January 2026, The Quotation/Bid Box, Namibia Water Corporation Ltd, Private Bag 13389, 176 Iscor Street, Aigams Building, Windhoek.**

Proposals should **not** be forwarded by electronic mail.

8. Deciding Award of Contract

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

8.1. Technical Evaluation Criteria

Evaluation Group	Number	Criterium	Weight (%)
A Project as a whole	A1	Understanding of	30
	A1.1	Revaluation concept	10
	A1.2	Methodology & procedures	5
	A1.3	Deliverables	10
	A1.4	Future replication of revaluation	5
	A2	Experience of project manager/team leader in	20
	A2.1	Project management	10
	A2.2	Water supply infrastructure costing	5
	A2.3	Asset revaluation	5
	A3	Qualification/experience in data modelling	5
Total A = A1 + A2 + A3			55
B Boreholes	B1	Proposed methodology	10
	B1.1	Standardisation of borehole designs	5
	B1.2	Costing approach/principles	5
	B2	Staff	35
	B2.1	Qualifications in Water Resources Engineering,	5

C Canals =	Hydrology/Gehydrology Other qualifications related to boreholes (2.5 marks).		
	B2.2	Knowledge of Namibian geohydrology	10
	B2.3	Experience of borehole design & costing	10
	B2.4	<ul style="list-style-type: none"> • Detailed and comprehensive manning & work schedule (10 marks). • Not detailed and comprehensive manning & work schedule (5 marks). 	10
	Total B = Total A + B1 + B2		100
	C1	Proposed methodology	10
	C1.1	Standardisation of canal designs	5
	C1.2	Costing principles	5
	C2	Staff	35
	C2.1	Qualifications in Civil Engineering/Structural Engineering (5 marks). Other qualifications related to canals (2.5 marks).	5
D Pipelines =	C2.2	Experience of canal design & costing	20
	C2.3	<ul style="list-style-type: none"> • Detailed and comprehensive manning & work schedule (10 marks). • Not detailed and comprehensive manning & work schedule (5 marks). 	10
	Total C = Total A + C1 + C2		100
	D1	Proposed methodology	10
	D1.1	Standardisation of pipeline designs	5
	D1.2	Costing principles	5
	D2	Staff	35
	D2.1	Qualifications in Civil Engineering/Structural Engineering (5 marks). Other qualifications related to pipelines (2.5 marks).	5
	D2.2	Experience of pipeline design & costing	20
	D2.3	<ul style="list-style-type: none"> • Detailed and comprehensive manning & work schedule (10 marks) • Not detailed and comprehensive manning & work schedule (5 marks) 	10
	Total D = Total A + D1 + D2		100
E Reservoirs =	E1	Proposed methodology	10
	E1.1	Standardisation of reservoir designs	5
	E1.2	Costing principles	5
	E2	Staff	35
	E2.1	Qualifications in Civil Engineering/Structural Engineering (5 marks). Other qualifications related to reservoirs (2.5 marks).	5
	E2.2	Experience of reservoir design & costing	20
	E2.3	<ul style="list-style-type: none"> • Detailed and comprehensive manning & work schedule (10 marks) • Not detailed and comprehensive manning & work schedule (5 marks) 	10

F Dams =	Total E = Total A + E1 + E2		100
	F1	Proposed methodology	10
	F1.1	Replication of existing dams	5
	F1.2	Costing principles	5
	F2	Staff	35
	F2.1	Qualifications in Civil Engineering/Structural Engineering (5 marks). Other qualifications related to dams (2.5 marks)	5
	F2.2	Knowledge of dam structures	10
	F2.3	Experience of water supply infrastructure costing	10
	F2.4	<ul style="list-style-type: none"> • Detailed and comprehensive manning & work schedule (10 marks) • Not detailed and comprehensive manning & work schedule (5 marks) 	10
Total F = Total A + F1 + F2		100	

Minimum staff qualifications and expectations of Key Personnel.

- Bachelor's or Master's degree in Civil Engineering/Structural Engineering, Water Resources Engineering, Hydrology/Geohydrology, or a related field
- Professional registration (e.g. Pr. Eng or equivalent) with a recognized engineering body for Engineers.
- Certification in asset valuation or financial modelling (optional but beneficial)
- Knowledge of Namibian water infrastructure regulations and standards

Experience of Key Personnel

- 5–10 years of experience in water infrastructure projects, especially in:
 - Design and construction of dams, reservoirs, pipelines, canals, and boreholes
 - Asset valuation and lifecycle cost analysis
 - Infrastructure condition assessment and depreciation modelling
 - Experience with software tools for asset management and valuation (e.g. GIS, C#, or custom-built platforms used in past NamWater projects)
 - Familiarity with Namwater's operational and financial models, especially cost recovery and tariff implications.

A Bidder That Scores Less Than 70% On the Technical Evaluation Will Be Regarded As Non-Responsive And Will Therefore Not Proceed To The Financial Evaluation Stage

9. Rights a Public Entity

- (a) Please note that NamWater 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 **[2-16 weeks]**. You should base your financial proposal on these figures, giving an indication of man-hours considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

11. Validity of Proposal

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

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded, you will be expected to take up/commence with the assignment as soon as possible.

13. Tax Liability

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

14. Insurance

The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

15. Conformation of Invitation to submit proposal

We should appreciate if you would inform us by facsimile:

- (a) Your acknowledgment of the receipt of this Letter of Invitation within **[1 days]**; and
- (b) Further indicate whether or not you will be submitting the proposal.

16. NamWater would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,
Procurement Management Unit
PMU

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

Appendix to Bid Submission Form

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

Date:[Day/month/year].....

Procurement Ref No.:

To:[insert complete name of Public Entity and address].....

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or**
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:

[insert signature of person whose name and capacity are shown]

Capacity of:

[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:

[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____

[insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

***delete if not applicable/appropriate**



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....
.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I *[insert full name]*, owner/representative

of *[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. A labour inspector may conduct unannounced inspections to assess the level of compliance

2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract

ANNEXURE – 1

TERMS OF REFERENCE

The Consultant is required to:

Revalue NamWater's water supply infrastructure to determine depreciated replacement cost, fair value where applicable, and an updated asset register and valuation report that meet international accounting standards and Namibian regulatory requirements.

Coverage and assets included

- Bulk water treatment plants and works; reservoirs and tanks; pump stations and boreholes; raw and potable water pipelines and mains; transmission and distribution networks; intake structures and dams; SCADA and telemetry equipment integral to infrastructure; buildings and permanent civil works directly supporting supply operations; major mechanical and electrical plant items.

The work to be carried out by the Consultant relates to infrastructure assets owned by NamWater and which resort under the following asset classes:

Asset Classes to be Revalued

- (i) 2000: Pipelines (Lot 2)
- (ii) 2050: Dams (Lot 1)
- (iii) 2100: Reservoirs (Lot 2)
- (iv) 2300: Boreholes (Lot 2)
- (v) 2150: Canals (Lot 1)

Key tasks

1. Project initiation and planning
 - Kick-off meeting with NamWater Fixed Assets Management Division to confirm scope, asset universe, valuation date, assumptions, capitalisation thresholds, and reporting requirements.
 - Review existing asset registers, previous valuations, maintenance records, drawings, contracts, financial ledgers, and condition assessment reports.
 - Prepare a detailed workplan, data request list, and stakeholder communication plan.
2. Asset inventory verification and condition assessment

- Reconcile and cleanse the asset register; map asset locations and unique identifiers; verify existence and ownership.
- Conduct physical inspections and sample condition surveys across regions (risk-based sampling plus full inspection for high-value assets).
- Record condition ratings, remaining useful life (RUL) estimates, and observed defects.

3. Technical data collection and measurements

- Collect technical parameters (dimensions, materials, capacities, design life), as-built drawings, and upgrade histories.
- Verify quantities for treatment plants, pipelines, boreholes, reservoirs, pumps, and major structures as required for cost estimates.

4. Valuation methodology and assumptions

- Propose and apply valuation approaches: Replacement Cost New (RCN) less depreciation (depreciated replacement cost), Market/Fair Value where market evidence exists, if appropriate.
- Define unit rates, labour and plant rates, escalation factors, and indexation methodology; obtain local cost benchmarks.
- Document assumptions on useful lives, residual values, condition-adjustment factors, and any impairment indicators.

5. Cost estimating and depreciation

- Develop standardized unit rates and a cost library for major asset classes reflecting local market prices.
- Calculate gross replacement cost and apply appropriate physical, functional, and economic depreciation to derive written-down values.
- Run sensitivity analysis on key drivers (unit cost, RUL, inflation).

6. Financial reconciliation and reporting adjustments

- Reconcile valuation outputs to accounting records; identify and propose journal entries for adjustments to the fixed asset ledger.
- Provide schedules for additions, disposals, reclassifications, and accumulated depreciation corrections.

7. Stakeholder engagement and validation

- Present interim findings to technical, finance, and executive teams; obtain clarifications and additional inputs.
- Incorporate feedback and perform targeted rework where required.

8. Quality assurance and peer review

- Apply a QA/QC review by an independent senior valuer/engineer; produce a QA report.
- Ensure compliance with IFRS valuation guidance and Namibian statutory requirements.

9. Final reporting and handover

- Deliver final valuation report, asset register updates, valuation model files, and executive summary.
- Handover workshop and training session for NamWater finance and asset teams on maintaining valuations and the asset register.

Deliverables

1. Inception report (within 2 weeks of contract start)
 - Workplan; data request; methodology note; valuation date; assumptions; inspection schedule.
2. Asset register reconciliation report
 - Cleaned and reconciled asset register in Excel with unique IDs, locations (including GPS coordinates), condition, RUL, and linkage to valuation.
3. Condition survey summaries and database
 - Inspection forms, photographs, condition ratings, and sampled inspection coverage map.
4. Cost library and unit rate schedule
 - Unit rates, sources, and rationale; escalation and indexation parameters.
5. Draft valuation report and working papers
 - Full valuation calculations by asset class; depreciation schedules; sensitivity analysis; reconciliation to accounting records.
6. QA/QC report and peer review report
7. Final valuation report (formal)
 - Executive summary; detailed methodology; asset class valuations; assumptions; recommended accounting entries; limitations; appendices with supporting schedules.
 - Proposed adjusting journals to reflect the asset revaluations into the current register
8. Valuation model and data files
 - Editable valuation model (Excel) with formulae, inputs, and scenario tabs; updated asset register file. The file must be capable to be utilised in the future for performing inhouse valuations.
9. Handover workshop and training materials

- Presentation slides; 1-day training session for Finance/Asset teams; quick-reference guide for maintaining the valuation.

10. Management letter and recommendations

- Practical recommendations for asset management, data improvements, periodic revaluation cycle, and control improvements.

Team composition and responsibilities

- Lead Valuer/Project Manager with a Bachelor's or Master's degree in Civil Engineering/Structural Engineering. Overall responsibility; final sign-off on valuation.
- Senior Civil/Mechanical/Electrical Engineers with a Bachelor's or Master's degree in Civil Engineering/Structural Engineering/Mechanical Engineering/Electrical Engineering. Professional registration (e.g. Pr. Eng or equivalent) with a recognized engineering body. Responsible for technical verification and condition assessment.
- Cost Estimator/Quantity Surveyor, with a Bachelor's or Master's degree in Financial Accounting/Asset Management. Responsible to develop unit rates and cost library.
- Asset Register Specialist / Data Analyst, with Bachelor's or Master's degree in Financial Accounting/Asset Management and or CA Qualification. Responsible to register reconciliation and database updates.
- QA/Peer Reviewer with Qualification in Quality Assurance or Asset Valuation. Responsible for independent assurance of methodology and outputs.
- Local field surveyors and admin support.

Timeline (indicative)

- Total duration: 12–16 weeks from contract start
- Milestones: Inception (week 2), Field inspections complete (week 6–8), Draft report (week 10–12), Final report and handover (week 12–16).

Payment and delivery milestones (suggested)

- 10% On inception report delivery.
- 40% on completion of field inspections and asset register delivery.
- 30% on submission of draft valuation report.
- 20% on final report, valuation model, and handover workshop.

Assumptions and constraints

- NamWater will provide access to sites, asset records, personnel, drawings, and permission for inspections in a timely manner.
- Valuation date is the 31st of March 2026.
- Any significant scope changes (additional regions, discovery of undocumented assets) will be handled via change order with corresponding time and cost adjustments.

Quality and compliance

- Valuation will conform to IFRS valuation guidance and best practice asset valuation standards.
- All deliverables will be in English and submitted electronically and 2 copies of the manual report.

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).
 - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and **[1 copies to be submitted]**.

Contract Negotiations

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

Review of reports

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

FORM F-1

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for _____ *[insert title of assignment]*

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

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

FORM F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 10 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.)

FORM F-4**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 Expenses⁴ : _____

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.

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

TABLE OF CONTENTS

Preamble	3
Article I Scope of Services	15
Article II Commencement of Services and Duration of Contract.....	15
Article III Duties of the Consultant.....	16
Article IV Payment for the Services	17
Article V Confidentiality and Ownership of Documents	17
Article VI Assignment and Sub-Contracting	17
Article VII Liability of the Consultant	18
Article VIII Force Majeure	18
Article IX Termination of Contract.....	19
Article X Dispute Settlement	19
Article XI Modification or Amendment	20
Article XII Effective Date.....	20
Article XIII Channel of Communications and Notices	21
Article XIV Governing Law	22
ANNEX I Terms of Reference	
ANNEX II Contract Amount and Method of Payment	

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

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

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

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

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

ARTICLE III
DUTIES OF THE CONSULTANT

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

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

ARTICLE IV
PAYMENT FOR THE SERVICES

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

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

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

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

ARTICLE VII

LIABILITY OF THE CONSULTANT

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

ARTICLE VIII

FORCE MAJEURE

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

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

ARTICLE IX **TERMINATION OF CONTRACT**

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

ARTICLE X **DISPUTE SETTLEMENT**

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

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

ARTICLE XI
MODIFICATION OR AMENDMENT

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

ARTICLE XII
EFFECTIVE DATE

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

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

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

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

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

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