

**Request for Proposal
For
Provision of Environmental Services and External Review Services
of an Environmental and Social Impact Assessment and compilation
of Environmental and Social Management Plan for the Abenab-
ENWC Link Project.**

Procurement No: SC/RP/NW-017/2022

Name of Bidder		
Contact Person		
E-mail Address		
Postal Address		
Contact Phone number	Work:	Mobile:

Documents must be posted / delivered to:

The Bid Box

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

Namibia Water Corporation Ltd.

Private Bag 13389

176 Iscor Street, Aigams Building

Windhoek

**Closing Date: Tuesday, 10 May 2022 at 11h00
NO LATE BIDS WILL BE ACCEPTED!**

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam,

Subject: Environmental and External Review Services of an Environmental and Social Impact Assessment and Environmental and Social Management Plan for the Abenab-ENWC Link Project.

1. You are hereby invited to submit technical and financial proposals for consultancy services required under **Environmental and External Review Services of an Environmental and Social Impact Assessment and Environmental and Social Management Plan for the Abenab-WNWC Link Project** for NamWater, which could form the basis for future negotiations and ultimately, a contract between you and NamWater.
2. The purpose of this assignment is to:
 - (a) Provide environmental and external review services of an Environmental and Social Impact Assessment and compilation of Environmental and Social Management Plan that will be done for the Abenab-ENWC Link Project.
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; Procurement Management Unit (bids@namwater.com) Request for clarifications should be received **7** days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office: **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 proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box; the bid box is located at the NamWater Headquarters, cashier on or before: **10 May 2022 at 11h00.**

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 % for Technical Proposals and 30 % for Financial proposals. Proposals from consultants should score at least 70 % for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 % on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost breakdown and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Evaluation Criteria

The following evaluation criteria will apply:

Criteria 1: Consultant resources and profile

Describe the relevant training, experience in environmental affairs and as lead external reviewer, communication skills, and leadership of the Consultant as demonstrated during execution of external review assignments.		
Appropriate Training (Relevant qualification)		15%
Experience in environmental affairs in Namibia:		15%
0-5 years	5%	
6-10 years	10%	
More than 10 years	15%	
Relevant Experience (i.e. EIA reports reviewed as lead external reviewer, leadership and communication skills)		15%
0-5 EIA projects	5%	
6-10 EIA projects	10%	
More than 10 EIA projects	15%	
Maximum subtotal score		45%

Criteria 2: Independence

Provide a statement of independence. The Consultant should indicate any links with staff from NamWater, Dept. of Water Affairs, Engineering Consultant, the Ministry of Environment, Forestry and Tourism and the African Development Bank.		
Statement	2%	
No statement	0%	
Maximum subtotal score		2%

Criteria 3: Local Involvement

Describe the extent to which local Namibian consultants will be employed including capacity building and skills transfer.		
0-25% Namibians	2%	
26-50% Namibians	4%	
51-75% Namibians	6%	
76-100% Namibians	8%	
Maximum subtotal score		8%

Criteria 4: Presentation and understanding of the TOR

This will be evaluated on the basis of the clarity and completeness of the offer, the understanding of the TOR, the quality of presentation and its conformity to the Terms of Reference.		
Completeness of the technical and financial offers	2%	
Incomplete technical and financial offers	0%	
Quality of technical proposal and compliance to ToR	2%	
Sub-standard technical proposal and non-compliance to ToR	0%	
Maximum subtotal score		4%

Criteria 5: Method statement/work programme

Describe in detail how the work would be organised and carried out, the framework and submission of proposed structure of an external review report		
Provide a method for the review process	15%	
No method for the review process	0%	
Provide an example of the review structure and format/template that will be applied	20%	
No example of the review structure and format/template that will be applied	0%	
Provide a work programme	2%	
No work programme	0%	
Maximum subtotal score		37%

Criteria 6: Understanding of legal and statutory requirements

Demonstrate your understanding of, and compliance with the EIA policy and Environmental Management Act, (Act 7 of 2007) of Namibia, the regulations and all relevant existing and forthcoming legislation and policies, as well as the safeguard policies and procedures of the African Development Bank		
Demonstrate your understanding of Environmental Management Act, number 7 of 2007 and regulations	2%	
No demonstration of the understanding of Environmental Management Act, number 7 of 2007 and regulations	0%	
Familiarization with AfDB Safeguard policies and procedures	2%	
No familiarization with AfDB Safeguard policies and procedures	0%	
Maximum subtotal score		4%
Total score		100%

10. 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.

11. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of thirty 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.

12. 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.

13. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in 14 days, you will be expected to take up/commence with the assignment in 14 days' time.

14. 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).

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:

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

17. The Namibia Water Corporation would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,
Mrs. Puje Katjivena

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(5) and 56(2))

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

Procurement Ref No.: SC/RP/NW-002/2022

To: NAMWATER

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: [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.]

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

SCOPE OF SERVICES FOR EXTERNAL REVIEWER

The services to be provided by the External Reviewer are twofold.

1. To provide guidance regarding communications and negotiations with Interested and Affected Parties to obtain consent to enter upon their land for drilling, pump testing and borehole rehabilitation. This process will be undertaken prior to the commencement of the Environmental Impact Assessment.
2. To execute an independent external review of the Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP) to be conducted for the Abenab-WNWC Link Project which are being considered to augment water supply to the Central Areas of Namibia (CAN) during emergency situations.

The External Reviewer should ensure that the processes and procedures that are followed comply with the Namibian Environmental Assessment Policy, the Namibian Environmental Management Act (Act no 7 of 2007) and the relevant regulations (2012).

It is foreseen that the water augmentation project, should it be feasible, will be funded by African Development Bank (AfDB) in conjunction with the Namibian Government. Therefore, the execution of the EIA should also comply with the Environmental and Social Assessment requirements of the AfDB.

BACKGROUND TO THE PROPOSED WATER SUPPLY AUGMENTATION PROJECT

In recent years the water demand in the Central Area of Namibia (CAN) has grown by approximately 3% per annum and has surpassed the sustainable supply capacity of its current sources. This trend is expected to continue and new sources have to be developed to ensure long-term water supply security.

The majority of the water for the CAN is supplied from the Von Bach, Swakoppoort and Omatako dams and is supplemented by groundwater and reclaimed water. The present supplementary sources are the Windhoek Municipal Boreholes, the Windhoek reclamation plant and groundwater sources in the vicinity of Kombat and Berg Aukas.

Due to the highly variable nature of runoff to the dams, no prediction of the future availability of water from the dams can be made with absolute certainty. Water supply security is hence a serious concern.

In a prefeasibility study this demand and supply situation of the CAN has been analysed up to a planning horizon of 2050 and two main sources have been identified to ensure its long-term water supply security, i.e. the Okavango River and desalinated water from the coast. Both options are very costly (up to N\$ 24 billion) and it is estimated that it will take 8 to 10 years for one of these to be implemented.

It was hence necessary to identify water sources which can be developed over the medium term to breach the period from now until one of the above sources and associated infrastructure have been developed. The purpose of these medium-term water supply alternatives is to minimise supply shortfalls in the next 10 years, whilst the long-term water supply option is being planned, designed and constructed.

An investigation was hence undertaken to determine the best water supply alternatives which can be implemented over the medium term. A large number of potential water sources for the CAN were hence identified and evaluated. As a result, the development of the groundwater source in the vicinity of the Abenab Mine 45 km north of Grootfontein and the connection of this source to

the Eastern National Water Carrier was identified as one of the most feasible options. Geophysical investigations have already been undertaken in the Abenab area and targets for the drilling of boreholes have been identified. Furthermore, it is also the intention to utilise unused boreholes in the Karst III area as part of the new water supply scheme.

An EIA needs to be done with respect to the possible development of the Tsumeb and Karst Area III aquifers. This EIA will identify and assess key environmental issues relating to the abstraction of groundwater and development of infrastructure to transfer water in the CAN. Several of the proposed project components are listed activities and require an EIA. The EIA will also indicate whether there are any fatal flaws from an environmental perspective. After completion of the EIA and if the project is found to be viable, an EMP needs to be compiled.

As a first step, however, and before any EIA is done, drilling and pump testing of new boreholes in the Abenab area as well as the rehabilitation and pump testing of existing boreholes in the Karst III area is required, all of which will take place on privately-owned farms. A consultation process with affected parties will hence have to precede such drilling work in order to obtain consent from the farm owners for the drilling to go ahead.

SCOPE OF THE PROPOSED WATER SUPPLY AUGMENTATION PROJECT

The proposed project will involve drilling, rehabilitation and pump testing of boreholes, abstraction of groundwater, construction of water supply and associated infrastructure like reservoirs, pipelines, power lines, pump stations, and telemetry systems. In order to convey the additional amounts of water to the Von Bach Dam, upgrades to existing pump stations at the Omatako Dam and between this dam and Von Bach Dam will also be required. Since the project is in a very early stage, no detail information on most of these components is currently available. Feasibility of the proposed scheme also has to be confirmed.

MANAGEMENT OF THE EIA COMPONENT OF THE PROJECT

The EIA component will be supervised and managed by an Environmental and Social Assessment Steering Committee for the Abenab-WNWC Link Project (ESASCAP). The ESASCAP will consist of an Independent Chairperson, an External Reviewer, three farmers from the potentially affected area, one representative from both the Department of Water Affairs and from the Department of Environmental Affairs in the MEFT, three NamWater officials and the Regional Councillors from the Khomas and Otjozondjupa Regions. The Technical Assistant for advising on the environmental issues, appointed as part of the AfDB-funded Water Sector Support Programme will also be a member of the ESASCAP. The first task of the ESASCAP will be to engage the affected parties and obtain consent for the borehole drilling, rehabilitation and pump testing work to proceed.

FUNDING OF THE ENVIRONMENTAL ASSESSMENT COMPONENT

The Namibian Government has entered into an agreement with the AfDB to provide partial funding for the Namibian Water Sector Support Programme. This programme consists of a number of individual projects and interventions of which the Abenab water supply project, which includes the establishment of the ESASCAP and the appointments of the Independent Chairperson and External Reviewer forms a part. The environmental assessment component for Abenab will hence be jointly funded by the AfDB and the Namibian Government. NamWater will be the Implementing Agency of the project.

DUTIES OF THE EXTERNAL REVIEWER

NamWater is looking to appoint an External Reviewer who is well acquainted with Namibia's environmental policies, procedures and processes governed by the Environmental Management

Act (No 7 of 2007) and relevant regulations (2012). Furthermore, the External Reviewer should be familiar with the environmental requirements posed by the AfDB and worldwide best practice.

The duties of the External Reviewer include at least:

- a) Assessing if the procedures and processes applied comply with Namibia's environmental policies, Environmental Management Act (No 7 of 2007) and relevant regulations (2012), worldwide best practise and the environmental requirements of the AfDB;
- b) Determining if the EIA reports comply with the Terms of Reference compiled by NamWater;
- c) Assessing the adequacy and quality of all environmental information and reports compiled by the appointed EIA Consultant including specialist reports compiled during the detailed EIA (DEIA) phase;
- d) Determining if the information contained in the detailed EIA report and EMP is adequate for final decision making by the Competent Authority and MEFT regarding implementation of the proposed Abenab-WNWC Link project;
- e) Identifying, as necessary, information gaps and the deficiencies that must be addressed before the report can be submitted to the Competent Authority and the Ministry of Environment, Forestry and Tourism;
- f) Determining if the EIA Consultant applied professional rigour. This includes an evaluation as to whether or not the methods used are appropriate;
- g) Determining if the information contained in the EIA reports are complete, correct and technically sound;
- h) Determining if the reports will be easily understood by the layman, clearly laid out, an accepted documentation style used; and all the tables, figures and illustrations be appropriate and necessary;

- i) Determining if key findings are satisfactorily presented;
- j) Determine if a comprehensive public consultation procedure have been followed and if stakeholder concerns have been addressed;
- k) Contemplating all public comments and evaluating if appropriate responses have been supplied by the EIA Consultant (Review of the comments trail). Public comment is a critical ingredient of good EIA practice;
- l) Determining if appropriate and effective mitigation measures have been proposed;
- m) Determining if the implementation of the management actions, derived from the mitigation measures as articulated in the DEIA report, is explained in sufficient detail in the EMP report to ensure successful implementation by responsible party;
- n) Determining if significant residual impacts have been properly addressed;
- o) Determining if appropriate alternatives have been considered;
- p) Determining if conclusions are supported by well-articulated scientific reasoning;
- q) Determining if the legal review is consistent with national, regional and local legislation, policies and plans, as well as with international commitments and obligations;
- r) Evaluating if the findings in the report are presented impartial, objective and independent and based on science;
- s) Compiling External Review reports within two weeks after the Scoping, DEIA and EMP reports are ready for submission to the Competent Authority and MEFT. The External Review reports shall then be included in the relevant reports. The review report shall clearly indicate if the EIA complies with the relevant policies and legislation as well as a recommendation to the Competent Authority and the MEFT to approve the EIA reports or not;
- t) The External Reviewer will be a member of the ESASCAP and shall attend the ESASCAP meetings. It is foreseen that the committee will meet every second month

during the execution of the EIA with two meetings envisaged during the initial engagement stage with affected parties;

- u) The External Reviewer shall attend and participate in all public meetings with interested and affected parties. It is foreseen that two meetings will be scheduled in both Windhoek and Tsumeb.

QUALIFICATIONS AND EXPERIENCE

The prospective External Reviewer should provide confirmation of the following:

1. Relevant academic qualifications;
2. Demonstrate that the External Reviewer does have extensive experience of at least 10 years in applicable environmental affairs in Namibia;
3. Demonstrate that a significant record of at least 10 external reviews have been conducted by the Reviewer. Provide list of reviews completed indicating date, project title and project proponent;
4. Submit an example of the structure of an external review (framework / template) that will be applied for compilation of external review reports which should be submitted to the Competent Authority and the Ministry of Environment, Forestry and Tourism;
5. The External Reviewer should be highly regarded by the Competent Authority and Ministry of Environment, Tourism and Forestry;
6. Demonstrate clear understanding of the Environmental Management Act (No 7 of 2007) and associated regulations;
7. Demonstrate that the External Reviewer has a good scientific standing and acceptance from the involved farming community;

8. Demonstrate that the External Reviewer does have extensive understanding of the relevant environmental and procurement policies and procedures of the AfDB;
9. Submit a list of reviews for environmental projects he/she was involved with and completed that were financed by the AfDB;
10. Demonstrate that the External Reviewer is well versed in making presentations at public meetings and presenting factual information;
11. Should have access to specialists in disciplines where the External Reviewer does not have specialist knowledge;
12. The External Reviewer must not have a close relationship with NamWater, Department of Water Affairs, AfDB, and MEFT employees which could influence his/her judgement or review. Any relationship with aforementioned employees should be disclosed in the technical proposal;
13. The External Reviewer should be able to operate with strong ethical behaviour and should not be biased in his/her judgement.

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Part 3. Facilities to be provided by the Public Entity

NamWater will provide no facilities.

Part 4. Contract duration and fees

(a) Duration of initial contract

The study period envisaged is from the date of appointment of the External Reviewer until the relevant authorities issue or refuse an Environmental Clearance certificate. The following is a draft program:

Item	Duration
Procurement of services for appointment of External Reviewer (ER)	3 months
Establishment of ESASCAP (in parallel with appointment of ER)	2 months
ESASCAP Inception Meeting	2 weeks after appointment of members
Receive consent from Farmers to proceed with drilling, rehabilitation and test pumping	1 month
Drilling, rehabilitation & test pumping, pump test report	7 months after consent from Farmers
Concept design report or clear indication of pipeline and power line routes, location of other infrastructure	7 Months after approval of test pump report
Procurement of EIA Services and commencement of Scoping, EIA and EMP	6 Months after approval of test pump report
Completion of EIA and submission to authorities	12 months after

Item	Duration
	commencement
Issue Environmental Clearance Certificate	1 month after submission of reports to authorities+-

It is estimated that the duration from the procurement of services for the external review until the receipt of the Environmental Clearance Certificate will be approximately 30 months. It is anticipated that a maximum of three ESASCAP meetings will be scheduled prior to the appointment of the EIA consultant. It is projected that the ESASCAP will meet very second month during the execution of the EIA.

(b) Payment

The Client shall pay the Consultant for services rendered in terms of this Agreement the sum as indicated in the award letter. A proposal for a cost breakdown, payment schedule and deliverables shall be proposed in the Financial Proposal.

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 and pre-established milestones/deliverables. The claims should be in detail and shall include details of actual hours worked on the project. The Consultant shall claim reimbursable costs based on actual expenses. Original invoices or cash payment slips have to be submitted for claiming reimbursable costs.

Payment will be based on actual expenses for hours worked and actual reimbursable costs.

Part 5. Deliverables

The External Reviewer shall submit External Review reports within two weeks after the Scoping, DEIA and EMP reports are ready for submission to the Competent Authority and MEFT. The

External Review reports shall then be included in the relevant reports. The review report shall clearly indicate if the EIA complies with the relevant policies and legislation as well as a recommendation to the Competent Authority and the MEFT to approve the EIA reports or not;

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Curriculum Vitae of Consultant (Form F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
 - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
 - (iv) A description of the manner in which the Consultant would plan to execute the work.
 - (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).
 - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and one 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 External Review of an Environmental and Social Impact Assessment and compilation of Environmental and Social Management Plan for the Abenab-WNWC Link Project.

I/We _____herewith enclose Technical and Financial Proposals for selection as Consultant for NamWater.

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 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	Days	Total
_____	_____	_____	_____	_____
(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.

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

NAMWATER

AND

[INSERT CONSULTANT NAME]

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THIS SERVICE CONTRACT entered into this *[date]*, between the *NamWater* [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