



PROCUREMENT MANAGEMENT UNIT

REQUEST FOR PROPOSAL

FOR

**PROVISION OF A CONSULTANT TO REVIEW THE M&E FRAMEWORK AND DEVELOP THE
NEW 5-YEAR BUSINESS STRATEGY FOR THE ENVIRONMENTAL INVESTMENT FUND (EIF)
OF NAMIBIA**

Procurement No: SC/RP/ EIF-09/2022

Bidder Name:

Postal Address:

Telephone No:

Cell No.:

Contact Person:

E-Mail Address:

**Client: Environmental Investment Fund of Namibia (EIF),
Physical Address: 8933 Heinizburg Heights,
c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek,
P O Box 28157,
Auas Valley, Windhoek,
Tel: +264 61 431 7700**

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam

Subject: Provision of a Consultant to Review the M&E Framework and develop the new 5-Year Business Strategy for the Environmental Investment Fund (EIF) of Namibia

1. You are hereby invited to submit technical and financial proposals for the Provision of an consultant under the Office of the CEO in the Environmental Investment Fund of Namibia (EIF) which could form the basis for future negotiations and ultimately, a contract between you and EIF.
2. The purpose of this assignment is to:
 - (a) Identify a suitable consultant to render the said services, on behalf of EIF during the period indicated in the ToR.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) the Terms of Reference (TOR) [Annexure 1];
 - (b) supplementary information and mandatory documents for Consultants.
 - (b) a sample format of the Service Contract under which the service will be performed
4. Any request for clarification should be forwarded in writing to EIF- Procurement Unit (dhamukwaya@eif.org.na OR jelagon@eif.org.na). Request for clarifications should be received 5 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 Consultants shall be submitted in two separate envelopes with the following parts:

- Part A: Requirements in terms of section 50 (1) of the Public Procurement Act, 2015 and as those stipulated in the Supplementary information and Mandatory documents for Consultants.
- Part B: Technical Proposals
- Part C: Financial Proposals

The proposals must be deposited into the bid box on or before: **Wednesday, 18 January 2023 at 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek at 12h00.**

Please take note: EIF will not accept proposals forwarded via electronic mail.

8. Deciding Award of Contract

Part	Evaluation Process	Pass Rate
Part: A	Compliance with the requirements required in terms of section 50(1) of the Public Procurement Act, 2015. Any bid found non-compliant to this section will be excluded from the competition and will not be evaluated further.	100%
Part: B	Technical Evaluation will be out of a possible score of 70	50 marks
Part: C	Financial Evaluation will be out of a possible score of 30	15 Marks
Part: D	Total Evaluation will be out of a possible score of 100	70 Marks

Qualification and experience of the Consultants shall be considered as the paramount requirement. This is however subjected to 100% compliance with the requirements required in terms of section 50(1) of the Public Procurement Act, 2015. 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 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. Rights for Public Entity

- (a) Please note that the EIF 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

The detailed schedule will be discussed with the successful consultant prior to the commencement of the assignment. The estimated duration, however, is up to **forty days** to undertake the assignment.

11. Validity of Proposal

You are requested to hold your proposal valid for ninety (120) days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Environmental Investment Fund of Namibia will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

Assuming that the contracting process be satisfactorily concluded within in January 2023, you will be expected to take up/commence with the assignment in February 2023.

13. Tax Liability

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

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 hand delivery:

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

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

Yours faithfully,

D.H. Hamukwaya
Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary information and mandatory documents for consultants.

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

TERMS OF REFERENCE

1. Introduction

The Environmental Investment Fund of Namibia (EIF) is a State-Owned Enterprise, established by Act 13 of 2001 of the Parliament of the Republic of Namibia, which resorts under the Ministry of Finance. The fund is created with an overall aim of supporting individuals, communities' projects that ensure the sustainable use of natural resources.

EIF is accredited to the Green Climate Fund (GCF) giving it eligibility to access climate change finances for direct investment into low-emission and climate-resilient development. Over the years the central government have also supported the fund's operations in forms of subsidies and recently introduced environmental levies. All the different funds received by the fund are invested in projects that are meant to promote sustainable development and environmental protection through sustainable management and use of natural resources.

2. Specific Background

Given the complexity of the projects being implemented by the EIF clear Monitoring and Evaluation (M&E) framework is required to provide a consistent approach to the monitoring and evaluation of the Programmes and Projects. As a first step to formulating the M&E system in the EIF, an M&E Framework was developed. The framework is a tool to assess whether intended objectives of the projects are achieved it thereof provide a mechanism for continuous and systematic assessment of progress towards the achievement of the project objectives.

The fund further developed its 5-year business strategy 2018-2022 which is expected to end this year. As per section 13 of the Public Enterprise Governance Act (PEGA), the Fud is expected to develop a new 5-year Business Strategy Plan that will map out the strategic goals and strategic objective that support the achievement of EIF mandate in the next five years.

Frameworks and business strategy are to be reviewed periodically to ensure they remain relevant in supporting evidence-based decisions as well a programme designs of the Fund. Reviews further ensure frameworks and business strategy remain appropriate and that adjustments are made as some interventions come to a closure while others commence. The intended users of this review; are the management for decision making and ensuring that the Fund remain focus on its object, M&E officers and the PMU practitioners that are responsible for project designing & implementation at institutional level.

3. Objectives of the Review

The Review of the EIF Framework will provide an opportunity to improve the current framework, and subsequently improving the monitoring and evaluation activities of the Fund.

The development of the new 5-year business strategy will provide a new road map for the fund and allows progress assessment of the current business strategy in order to better inform the future plan.

4. Required Skills and Experience of the Consultant:

- Master's degree in social sciences or equivalent in Monitoring and Evaluation, Development studies and Natural Resources Management, and Economics. A PhD in any of the area is an added advantage.
- At least 5 years of experiences conducting or managing evaluations, as well as developing business strategy. Special consideration will be given to an individual with experience in conducting Systematic Reviews/rapid assessments, evaluations, and strategy development at policy level
- Familiarity and knowledge of the climate change financing & donor funded programmes will be an added advantage
- Demonstrated ability to analysis complex situation in order to analyse critical issues succinctly and clearly and draw forward-looking conclusions

5. Competencies

- Excellent analytic skills
- Positive, constructive attitude towards work
- Ability to demonstrate flexibility to engage with EIF officials or development partners or communities

6. Scope of the Review

- This exercise will be undertaken on the framework and business strategy of the fund, indicating performance at project levels and at institutional level. This will cover the period from date of formulation to the year 2022.
- The review results will be given perspective of institutional, programme and project including cross cutting issues. The review will assess the expected outcomes, output and impact of the business strategy and M&E framework.
- The development of the new 5-years business strategy and its implementation plan, evaluation assessment tools and required skills to implement the strategy over the period of implementation.

7. Specific Tasks

- To review the M&E Framework and develop the new five-year business strategy
- Assess the relevance, adequacy and design of the M&E framework and the five-year business strategy in facilitating the achievements of the fund's objectives
- Assess the effectiveness of the data collection tools in collecting programme data and the indicators in measuring the results that emanates from the programme implementations
- Assess the alignment between the framework, business strategy and any other documents such as the Result framework of respective interventions.
- Assess the performance of the current 5-year business strategy looking at the performance of Strategic Goals and Strategic Objective as well as specific initiatives performance to allow setting of new targets in the new business strategy
- Develop a new 5-year Business Strategic Plan with its five-year business implementation plan, financial plan projections, and work force plan and skills development plan.
- Establish key performance indicators at Fund level as they relate to financial performance and sector specific indicators, as well a relevant development impact indicators such as employment, positive environmental impact, gender balance, down and upstream opportunities, and innovation.
- Develop monitoring tools for the implementation of the 5-year business strategy
- Propose and develop the reporting structure including periodic report on the implementation of the 5-year business strategy

8. Milestones, Deliverables and Timelines

The consultants would be expected to deliver the below deliverables to the EIF within the (40) days of his/her assignment,

No.	Deliverables	Timeline
1	Detailed plan of execution	2 Days
2	Inception Report	3 days
3	Conduct the Review & develop the First Draft Business Strategic Plan and its implementation plan, draft M&E framework	15 days

4	Validation of the first Draft Business Strategic Plan and its implementation plans, draft M&E framework Review and providing management response	8 days
5	Draft Second Draft Business Strategic Plan and its implementation plan, & final M&E framework	2 days
6	Final Business Strategic Plan and its implementation plans, & final M&E framework	10 days
Total Days for the assignment		40 days

9. Duration of the Contract

The contract will cover the period of 40 days from the date of signing until the final Report is submitted to EIF management.

10. Suspension and contract

The person responsible for the supervision of this assignment will be the Executive: Business Strategy and Performance Management with support of Monitoring and Evaluation Manager.

10. Specific Inputs

The consultant shall provide detailed technical proposals and financial, placed in specific envelopes.

Technical proposal

- Executive Summary
- Project Scope understanding
- The Methodology or Approach
- Preliminary Project Plan with timelines
- Previous experience in conducting M&E framework Reviews and Development of Business Strategic plan or similar tasks (Resume and at least three References)

Financial proposals

- should be given in the form of summary of contract estimates with a clear fee structure.

Evaluation Criteria

Stage 1: Eligibility and Legal Evaluation

#	DESCRIPTION	Bidder	
		Yes	No
1.	A valid certified copy by the Namibian Police of the Company Registration Certificate or Registration of defensive name if applicable issued by the Ministry of Industrialization, Trade and SME development or BIPA; in the case of private or public companies, Form CM2, CM2A, CM2C and CM29; in the case of close corporations CC1 (the founding statement or amended founding statement where applicable)		
2.	Certified copies of Identification Documents (IDs) of the shareholders or members of the Trustee as certified by the Namibian Police.		
3.	A valid original Good Standing Tax Certificate from the Receiver of Revenue (NamRA);		
4.	A valid original Good Standing Certificate from Social Security Commission;		
5.	A valid certified copy by the Namibian Police of an Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
6.	A duly completed and signed Bid Securing Declaration form		
7.	A duly completed and signed - An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable if it is awarded the contract or part thereof		
OVERALL LEGAL AND ADMINISTRATIVE COMPLIANCE			

Stage 2: Technical Evaluation

#	DESCRIPTION	Proportional value in %
1	<p>Company Profile:</p> <p>a. Company Description: <i>(A description of the company together with an overview of its service portfolio, shareholding, current market focus and strategic direction)</i></p> <p>b. Client Communication and Promotion Strategies</p>	15
2	<p>Methodology and Work plan:</p> <p>Institutions are expected to demonstrate an understanding of the terms of reference by providing the following:</p>	
	a. Description of Technical Approach and Methodology (Refer to the methodology requirements).	10
	b. Description of Work Plan. This should highlight the breakdown of activities needed to carry out the assignment and the time	10
	c. Clear time schedule in relation to the expected time frame for each assignment.	5
3	<p>Overall Ability and Capability to Perform:</p> <p>Relevant Experience of the Consultant in the field related to the assignment:</p> <p>a. Years of experience</p> <p>b. Assignments done in the past 5 years</p> <p>c. References and testimonials undertaken in similar assignment</p>	50
4	<p>Profile of key staff members:</p> <p>Qualifications and competence of the staff for the assignment:</p> <p>a. Qualifications, Training, Education, and certifications of the firm's Human Capital to be involved in execution of the assignment</p>	10
	OVERALL TECHNICAL SCORE	100

1.1 Total Technical Score:

The weight Score for Technical Evaluation will be calculated according to the following formula:

$$\text{Total Technical Score} = \text{Technical Documentation Evaluation Score} \times 0.7$$

Bidder	Technical Documentation Evaluation (Score × 0.7)	Total Technical Score

Bidders obtaining more than 70% of the Total Technical Score shall qualify for the financial evaluation.

Stage 3: FINANCIAL EVALUATION

1.1 Financial Bid Price Proposal Score

The Financial Bid Price Score will be calculated for each bidder in accordance with the following formula:

The formula for determining financial Bid Price Proposal scores is the following:

$$F_s = 100 \times F_m / F,$$

in which F_s is the financial score,

F_m = is the lowest price proposal and

F = the price of the proposal under consideration.

$$\frac{\text{the lowest price proposal} \times 100}{\text{the price of the proposal of each bidder}}$$

Bidder	Bid Price (From lowest to highest)	Financial Score

3.2 Match Funding Score

The applicant will have to indicate and prove that they are able to contribute at least a minimum of 10% of own contribution towards the credit line facility.

The Match Funding Score will be calculated for each bidder in accordance with the following formula:

The formula for determining the Match Funding scores is the following:

$$F_s = 100 \times F / F_m,$$

in which M_f is the Match Funding score,

F_m = is the match funding proposal and

F = the highest match funding proposal offered by the financial intermediary under consideration.

$$\frac{\text{the match funding proposal x100}}{\text{the highest match funding proposal}}$$

Bidder	Match Funding Amount (N\$) (From highest to lowest)	Match Funding Score

3.3 Total Financial Score:

The weight Score for Financial Evaluation will be calculated according to the following formula:

$$\text{Total Financial Score} = \text{Financial Bid Price Score} \times 0.7 + \text{Match Funding Score} \times 0.3$$

Bidder	Financial Bid Price Score (Score × 0.7)	Match Funding Score (Score × 0.3)	Total Financial Score

Stage 4: TOTAL SCORE AND FINAL RANKING BIDS:

Calculation of Bid Total Score

The Total Bid Score, B_s , will be calculated using weighting factors applied to the financial score and the technical score. The formula for B_s is:

$$B_s = 0.7 \times T_s + 0.3 \times F_s, \text{ where}$$

B_s = the Bid Total Score

T_s = the Technical Score

F_s = the Financial Score

Bidder	Technical (Score × 0.7)	Financial (score × 0.3)	Total Bid Score	Rank

SUPPLEMENTARY INFORMATION AND MANDATORY DOCUMENTS FOR CONSULTANTS

Proposals

1. Proposals should include the following information which will form part of the bid evaluation for this service:

(a) Requirements in terms of section 50 (1) of the Public Procurement Act, 2015 and as those stipulated in the Supplementary information and Mandatory documents for consultants.

- (i) Company Registration Documents
- (ii) A valid Good Standing with the Receiver of Revenue- NamRA.
- (iii) A valid Good Standing with the Social Security Commission.
- (iv) A valid 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.
- (vi) Must submit a written undertaking as contemplated in section 138(2) of the Labour Act, 2007.

(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 3 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.

(b) Financial Proposals

- (i) The financial proposals should be given in the form of summary of Contract estimate (Form F- 4) or formal quotation indicating all cost breakdown.
- (ii) The proposals shall be submitted in one original and one copy of the original.

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.

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Recruitment Consulting Services for [Provision of Legal Consultancy Services]

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 employer's 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) currency)	Working Months	Total Cost (in
-----------------	--	----------------	-------------------

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Sub-Total (Remuneration) _____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room Charge	Subsistence	Total	Days
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(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.



**PROVISION OF A CONSULTANT TO REVIEW THE M&E FRAMEWORK AND DEVELOP THE
NEW 5-YEAR BUSINESS STRATEGY FOR THE ENVIRONMENTAL INVESTMENT FUND (EIF)
OF NAMIBIA**

CONTRACT No. .../2023

CONSULTANCY SERVICE CONTRACT

BETWEEN

Environmental Investment Fund of Namibia (EIF)

AND

.....

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PREAMBLE

THIS SERVICE CONTRACT entered into this day of...../ 2023, between the Environmental Investment Fund of Namibia (EIF) [hereinafter called the "Public Entity"] and (hereinafter called the "Consultant").

WITNESS THAT:

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

WHEREAS (Consultant's name) represents and affirms that it 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 (Consultant name) 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 (Consultant name) shall commence the Services on the date of signature by both parties to the 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 EIF.

2.2 The Contract is for the duration of three years Services provision as per Terms of Reference services (Annex I) starting in February 2023.

2.3 The Services shall be for a total of three years after award of contract.

ARTICLE III
DUTIES OF THE LEGAL CONSULTANT

- 3.1 (Consultant name) shall perform the services with such due care, diligence, and efficiency, in accordance with acceptable standards of professional competence, organization and responsibility, and in a manner acceptable to EIF.
- 3.2 The Consultant shall:
- (a) regularly report to and obtain direction and guidance from EIF 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 EIF in connection with the performance of the services.
- 3.3 Consultant shall perform the services to the satisfaction of EIF in accordance with the Terms of Reference and at such intervals as EIF may require.
- 3.4 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 EIF for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 If for any reason, insurance and/or medical examinations or treatment are required in respect of the employees of the Consultant, the Consultant shall meet the cost of such insurance and/or medical examination or treatment as required.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that it may require to carry out the services and perform its obligations under the present Contract. EIF shall, as necessary, assist the Consultant in obtaining such visas and/or permits (EIF not liable for any costs).

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 EIF 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 EIF.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for EIF under the Contract shall belong to and remain the property of the EIF. 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 EIF, 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 it to 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 liable for the consequences of any error or omission on its part or for any damage caused by negligence on its part in carrying out the Services or performing its 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 EIF may, upon giving not less than 14 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 EIF may, at its option, terminate this Contract when it is in the interest of or for the convenience of it to do so, provided that the Consultant shall in that event be given a notice of not less than 30 days of such termination.
- 9.3 The Consultant may terminate the present Contract if EIF 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, EIF 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 EIF 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, EIF 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. (Modification or Amendments should not alter the basic nature and scope of the contract, section 62 (2) of the Public Procurement Act.

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. The Contract is for the duration of three years services provision as per Terms of Reference (Annex I) starting in February 2023.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative shall be the Accounting Officer of EIF.
- 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 or mail, 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 : P.O. Box 28157
WINDHOEK

Physical Address : 8933 Heinizburg Heights,
c/o Heinizburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek,
Windhoek
Namibia

Email Address : cpick@eif.org.na

FOR THE CONSULTANT

Postal Address :

Physical Address :

Email Address :

ARTICLE XIV

Governing Law

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

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

Date: _____

Date: _____

FOR THE PUBLIC ENTITY

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

CONTRACT AMOUNT

Upon completion of the service, the Environmental Investment Fund of Namibia will pay the following amount to the Consultant's account through Electronic Funds Transfer (EFT) method of payment:

DATE OF SERVICE	AMOUNT TO BE PAID (VAT INCL) N\$
February 2023	
Total Contract Amount	

<END>