Request for Proposal
For

the Provision of Crop Insurance & Incentive Scheme (CIIS) for Crop-Growing Regions of Kavango West, Kavango East & Zambezi Regions

Procurement No: SC/RP/EIF-02/2018

Environmental Investment Fund of Namibia (EIF), P O Box 28157, Auas Valley, Windhoek, Tel: +264 61 431 7700, Fax: +264 61 240 339

Physical Address: 2nd Floor, Capital Centre, Independence Avenue, Windhoek
Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam

Subject: Crop Insurance & Incentive scheme (CIIS) for Crop-Growing Regions of Kavango West, Kavango East & Zambezi Regions

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the Crop insurance & incentive scheme (CIIS) for Crop-Growing Regions of Kavango West, Kavango East & Zambezi Regions for the Environmental Investment Fund of Namibia (EIF), on behalf of the Namibian Ministry of Agriculture, Water and Forestry which could form the basis for future negotiations and ultimately, a contract between you and the Environmental Investment Fund of Namibia (EIF).

2. The purpose/objective of crop insurance & incentive scheme

   • Facilitate small-scale farmers’ access to agricultural credit by reducing the risk of loan default;
   • Create opportunities for local insurance companies to expand their coverage portfolio to the small-scale crop farmers without increasing default risk. The crop insurance scheme will include potential insurance products that could be applied effectively to ensure adequate risk coverage for small-scale farmers.

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 EIF, Secretary: Procurement Committee, Attention: Owiike Ashipala, Capital Centre, Independence Avenue Street, and email: owiike@eifnamibia.com Tel: +264 61 431 7709. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in 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.

(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 on or before:
**16 March 2018, Capital Centre Building, 2nd Floor @ 11h00 AM**

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 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 break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Rights Environmental Investment Fund of Namibia (EIF)
(a) Please note that 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
It is estimated that the minimum duration of the assignment shall be for a period of Phase 1 Sixty days (60) days and Phase 2 three (3) years (Contingent on Phase 1 Approval). You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

11. Validity of Proposal
You are requested to hold your proposal valid for 90 Days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The EIF 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 in 10 April 2018 you will be expected to take up/commence with the assignment in one (1) weeks’ time.

13. Tax Liability
Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the EIF 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. The EIF would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Owiike Ashipala
Secretary to the Procurement Committee

Enclosures:
Annexure 1: Terms of Reference.
Annexure 2: Supplementary Information to Consultant.
Annexure 3: Draft contract under which service will be performed.
PARTS OF REFERENCE

Part 1. Introduction

Green Climate Fund, through the accredited Environmental Investment Fund (EIF) of Namibia has provided financial resources for the implementation of the CRAVE Project. The project is being implemented by the Ministry of Agriculture, Water and Forestry in partnership with stakeholders such as AMTA, AgriBusDev, Regional Cooperatives, Regional Councils, Traditional Authorities etc. This project will be implemented over a period of five (5) years (2017 – 2022).

The aim is to increase resilience and enhanced livelihoods of the most vulnerable rural communities in the three (3) northern regions of Kavango West, Kavango East and Zambezi. The project will thus increase resilience of health and well-being, food and water security while strengthening adaptive capacity and reduce exposure to climate risks.

Part 2: Background

The Namibian agricultural sector has been more prone to climate changes. The crop subsector has been the mostly hard-hit by climate change effects such as flood and drought. In most cases, this results in drastic reduction in food production both at household and national level. Production at commercial level is relatively high especially that are under irrigation, because of high capital assets and scale of production. Rural subsistence farmers lack capital assets and tend to farm on a small-scale make them so vulnerable to climate changes.

After the feasibility study conducted during the project design, it was found that there is a need to setup a Micro Crop Insurance Scheme as a measure to cover farmers for losses incurred due to drought or flood. The scheme should act as a crop risk averter and incentive mechanisms for climate adaptation and improvement of resilience for small-scale farmers. The project should address issues that prevent small-scale farmers from assessing the financial markets through the promotion of innovative sustainable access to financial services products for crop farmers in the target regions. In the absence of any small-scale farmer based crop insurance scheme, the project will design and pilot a crop insurance initiative to insure against rural area based climatic exposures for rain-fed and horticulture crop production.

Namibia, so far, is a chronic net grain importer of both maize and mahangu (pearl millet). In a good rainy season, we produce about half of our national formally traded consumption ourselves; the balance needs to be imported. Half the domestic maize production is cultivated under irrigation. While it is also stated in the HPP that the Green Scheme (so far primarily state farms under irrigation) will be expanded, this is not enough to become self-sufficient within a foreseeable time frame.

The Namibian crop sector, whilst starting to achieve appropriate levels of producing adequate and quality goods for the domestic markets in a more timely and assured fashion, cannot avoid exposure to frequent risk factors and events. Natural disasters such as drought are frequent and bears prominence on the sector’s output. Uninsured natural disaster risk remains a leading
impediment of economic development, especially in the agricultural sector where the majority of Namibians derived their livelihoods.

Traditionally, there has been no crop insurance for rural small-scale farmers in Namibia because this has been perceived too difficult to design and implement. The scheme will use a combination of nationwide weather and crop transactions data to design and illustrate viable and scalable weather-based insurance contract. Finally, it then attempts to highlights the potentials for such insurable risk to be diversified, transferred and financed in order to enhance the sustainability of the scheme.

Out of an active 418 horticulture producers, around 249 (60%) are small-scale producers outside of the Green scheme projects, receiving very little support from both public and private sectors. These small-scale producers depend on themselves to ensure efficient production and help contribute to the country’s overall vision of poverty eradication. These farmers take all the risks associated with their production according to the National Association of Horticultural Producers as well as the National Horticulture Task Team under the Namibian Agronomic Board. The pilot crop insurance scheme would have to provide further narratives in terms of the design of such an index insurance scheme within a Namibian setting. It is intended to cover horticulture farmers and rain-fed farmers, mainly those implementing conservation agriculture practices.

The aim of the crop insurance and incentive scheme is to cover small-scale farmers on weather induced agricultural production risks such as drought & flood.

Part 3. The Services/Scope of work

Phase 1: Scoping and designing of the CIIS

1. Review all relevant literature and international lessons to make a determination on the suitability and practical requirements of these products to assist weather driven risk management practices, including an analysis of any past and existing trials of relevant crop insurance products in Namibia. An international crop insurance expert is expected to deliver much of this part unless such skills exist within the local bidding company or team. Provide possible recommendation for implementation. This review and synthesis of these lessons learnt and best practices should clarify on the following:
   (i) Standardized procedures in running the scheme for smallholder farmers
   (ii) Objectives of such schemes and sequential steps to follow in the implementation of the scheme
   (iii) How to improve the farmers’ understanding of the concept of insurance
   (iv) Details on logistical arrangement for an effective implementation of the scheme
   (v) Roles, responsibilities and accountabilities for each collaborating institution, including farmers (groups and individuals).
   (vi) Computation and compensation conditions how farmers can improve their understanding and their decision making about the scheme based on informed choices.
   (vii) Data requirements that would ensure that the right beneficiaries are compensated.
   (viii) Assess small-scale farmers’ willingness to participate in a crop insurance scheme.

2. Review experiences in terms of what types of risks should be covered for weather index based insurance to be effective and acceptable.
3. Review policies, guidelines and strategies that hampered the development of communal area weather based insurance.

4. Through MAWF and Namibia Agronomic Board, identify and prioritize the type of crops produced in the regions to be covered that should be informed by Namibia national strategies, food security and economic implications.

5. Detail the potential challenges for producers, industry and government; associated with implementing these products. Contract design, rating techniques, underwriting process and claim settlement processes. Define insurance units (jurisdiction) to be effectively brought under each.

6. Research on the potential impacts of climate change on weather trends and variability.

7. Determine the locations and collection of weather station based data, cropping density, isotherms, latitude etc. Assess the availability and viability of automated weather stations as well as the data required to assist in developing the index-based insurance.

8. Assess the availability and/or collection of data required to underpin these products, including analysis of the costs and logistical difficulties involved.

9. Create a CRAVE index insurance contract to allow targeted farmers to diversify their risks and contribute capital to the reserve pool from where indemnity payments can be drawn.

10. Create a platform for acquiring reinsurance when indemnity payments exceed the pool.

11. Assess the administrative and financial requirements that would be required of the participating farmers.

12. Design payment schedule of area yield claims based on weather indices and test the proposed schedule for sample crops and insurance units.

13. Assess how these products would perform in a geographically widespread or a multi-year drought event. Organize focus groups with farmers to discuss the design of the proposed weather insurance products.

14. Develop, based on international experience, and validate through testing for sample crops/seasons an appropriate ratemaking methodology based on the data/design constraints/characteristics identified in Namibia.

15. Consult with insurance companies to expand their lending portfolio to the small-scale agriculture farmers without increasing default risk. Propose potential insurance products that could be applied effectively to ensure adequate risk coverage for small-scale farmers.

16. Ensure that crop insurance utilize the Agronomic Board levies that accrue back to the farmers as mechanisms to pay for the premiums and other possibilities for government subsidies.

17. Provide training to stakeholders on the delivery of the scheme.

18. Liaise with national institutions such as NAMIBRE, Office of the Prime Minister, and insurance companies in meeting the demand for agriculture insurance sector.

19. Assess the readiness for government to subsidize communal small-scale farmers in mitigating farmer’s risks.

20. Estimate resources required to operationalize the crop insurance scheme with respective budgets and timelines.

21. Support in the identification of the key stakeholders for the scheme to be fully functional.

22. Design the scheme’s architecture, define the roles and responsibilities of each stakeholder to ensure effective delivery of crop and livestock insurance to smallholder farmers.

Phase 2: Piloting and implementation of CIIS

1. Stimulate indemnity payment rates for each weather / rainfall insurance products and compare with actual yield losses.

2. Implement weather-based insurance scheme using Household based data to help in estimating basis risk and thereby simulating contracts.

3. Draft weather based insurance policies and develop the operational manual.
4. Develop extended education and marketing programmes. Any successful pilot must educate targeted farmer beneficiaries about the potential value and use of this insurance. Some considerable attention should be paid to an educational effort within the CRAVE project.

5. Establish appropriate feedback and monitoring of the pilot. The pilot program is to be designed to allow for learning about the concept.

6. Develop resource guidelines and operational manuals that emanate from the pilot period in order to mainstream the insurance scheme nationally.

7. Determine the feasibility and efficacy of implementing potential insurance products in Namibia in the crop production sector.

Part 4. Contract duration and fees

(a) Duration of initial contract

Duration of the assignment: 60 days for the scoping and designing, and three years of implementation.

(b) Schedule of Payments

(i) 20% upon signature of the contract
(ii) 30% of the total amount will be paid upon submission and approval of the methodology
(iii) 20% of the total amount will be paid upon submission of the draft report
(iv) 30% of the total amount will be paid upon submission and approval of the final report

Please note that the contents of the report will be analysed and final payment will only be made upon agreement on the final report from the CRAVE Team.

(c) Lump Sum Contract

Financial proposal must be expressed in the form of lump sum amount “all-inclusive\(^1\)” fixed contract price, supported by a breakdown of costs as per the template provided.

Please refer to the Financial Proposal Form provided.

Part 5. Deliverables

Phase 1: Scoping and designing of the CIIS

1. Developed crop insurance scheme for Kavango east, Kavango West and Zambezi region with clear scoping and implementation plan;
2. Small-scale farmers crop insurance products prototypes guidelines, processes and delivery channels;
3. Estimate resources required to operationalize the crop insurance scheme with respective budgets and timelines;
4. Develop resource guidelines and operational manuals that emanate from the pilot period in order to mainstream the insurance scheme nationally;
5. Key findings and recommendations that suggest an appropriate model for Namibia

Phase 2: Piloting and implementation of the CIIS

\(^1\) Same as above
1. Piloted weather-based insurance scheme using household based data that helps in estimating basis risk and thereby simulating contracts;
2. Developed extended education and marketing programmes for the scheme demonstrating strategies for covering farmers;
3. Fully functional weather based crop insurance scheme for the target regions;
4. Implemented crop insurance scheme in the Kavango East, Kavango West, and Zambezi Region.

Part 6 Institutional Arrangements

The selected company will deliver the expected outputs under the direction of the National Project Manager of the CRAVE Project and the general guidance of the Project National Director: Directorate of Agriculture, Production, Extension and Engineering Services (DAPEES) and Environmental Investment Fund (EIF) of Namibia.

Part 7 Competencies and qualification requirements

- A Masters’ degree in Actuarial Science, Economics, Agriculture Economics, Insurance, Business or Finance.
- At least 10 years of demonstrable leadership and work experience preferably in the insurance industry.
- Over 8 years of demonstrable experience in undertaking actuaries in a reputable insurance, designing, pricing agriculture insurance products.
- At least 7 years’ demonstrable experience in designing and implementing Crop Insurance Incentive Schemes.
- Over 10 years’ demonstrable experience in economic research, policy development and analysis especially focused on the low-income population and small-scale farmers.
- In-depth knowledge and experience in the weather based crop insurance design and piloting.
- Strong understanding of the Namibian context on insurance and regulatory frameworks.
- Demonstrate strong knowledge in setting up crop insurance schemes.
- Demonstrate experience in crop insurance design methodology.
- Track record in conducting similar assignments in SADC and Africa region.
- Good communication, facilitation skills and ability to use participatory approach to collect and make use of the most relevant inputs from stakeholders.
- Partner with an International Expert to facilitate knowledge transfer during design phase and subsequent support.
- The task will only be offered to a Namibian Insurance Broker, Insurance Company or Consortium registered with NAMFISA.
- Extensive knowledge of international micro-credit and weather insurance schemes.
- Skills in facilitation and coordination, with strong communication and inter-personal skills.
- Sound judgment and strong client and results orientation.
- Strong analytical and report writing abilities required.

Part 8 Recommended Presentation of Offer

The Service Provider must describe and explain how and why they are the best entity that can deliver as per EIF requirements.
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 EIF 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 Three (3) 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.
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: ___________________________
FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: __________________________________________

Profession: __________________________________________________

Date of Birth: _______________________________________________

Nationality: _________________________________________________

Membership in Professional bodies: _____________________________

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

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

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

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

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: __________________________________________
ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Assignment</th>
<th>Name of Project</th>
<th>Owner or Sponsoring agency</th>
<th>Cost of Project</th>
<th>Date of Commencement</th>
<th>Date of Completion</th>
<th>Was assignment satisfactorily completed</th>
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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 Services

Remuneration:

<table>
<thead>
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<th>Consultant Name</th>
<th>Monthly Rate (in currency)</th>
<th>Working Months</th>
<th>Total Cost (in currency)</th>
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Sub-Total (Remuneration) _____________

Out-of-Pocket Expenses:

(a) Per Diem:

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<th>Room Subsistence</th>
<th>Total</th>
<th>Days</th>
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(b) Air fare

(c) Lump Sum Miscellaneous Expenses:

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<tr>
<th>Sub-Total (Out-of-Pocket)</th>
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</table>

Contingency Charges: ________

Total Estimate: ______

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

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

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

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

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

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

ARTICLE III
DUTIES OF THE CONSULTANT

3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
3.2 The Consultant shall:

(a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;

(b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.

3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.

3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.

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

3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").

4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of
them for any purpose that is not related to the present Contract.

5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.

5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

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

ARTICLE VII
LIABILITY OF THE CONSULTANT

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

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

ARTICLE VIII
FORCE MAJEURE

8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.

8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

9.1 The Public Entity may, upon giving not less than [insert no. of days] days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.

9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than [insert no. of days] days of such termination.

9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

9.4 The parties hereto may by mutual agreement terminate this Contract.

9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.

10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT
11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

12.1 The present Contract shall enter into force on the date of its signature by both parties.

12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

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

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

FOR THE PUBLIC ENTITY
Postal Address : _______________________
Physical Address : _____________________
Facsimile : ___________________________

FOR THE CONSULTANT
Postal Address : _______________________ 
Physical Address : _____________________
Facsimile : ___________________________
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