



REPUBLIC OF NAMIBIA

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**OFFICE OF THE PRESIDENT**

**MINISTRY OF GENDER EQUALITY, POVERTY ERADICATION AND SOCIAL WELFARE**

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12 July 2023

**REQUEST FOR PROPOSAL FOR THE PROVISION OF SHORT-  
TERM CONSULTANCY SERVICES TO FACILITATE THE  
DEVELOPMENT OF A NATIONAL STRATEGY TO END CHILD  
MARRIAGE AND OTHER HARMFUL CULTURAL PRACTICES  
IN NAMIBIA**

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**PROCUREMENT NO: SC/RP/36-03/2023**

## **Request for Proposal**

### **LETTER OF INVITATION**

Dear Sir/ Madam,

**SUBJECT: REQUEST FOR PROPOSAL FOR THE PROVISION OF SHORT-TERM CONSULTANCY SERVICES TO FACILITATE THE DEVELOPMENT OF A NATIONAL STRATEGY TO END CHILD MARRIAGE AND OTHER HARMFUL CULTURAL PRACTICES IN NAMIBIA**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under Gender Equality, Child Care and Protection for the Ministry of Gender Equality, Poverty Eradication and Social Welfare, which could form the basis for future negotiations and ultimately, a contract between your institution and the Ministry of Gender Equality, Poverty Eradication and Social Welfare.

**2. The purpose of this assignment is to:**

The purpose of this consultancy is to lead and support the Ministry of Gender Equality, Poverty Eradication and Social Welfare, stakeholders, partners, and technical working group, through the consultative and participatory process for the Development of the National Strategy to End Child Marriage, other Harmful cultural practices, and Teenage Pregnancy in Namibia.

- i) Conduct a desk review on global, continental, regional, and national relevant literature on Child Marriage, Cultural Practices in Namibia;
- ii) Conduct a desk review to consolidate existing and recent data on teenage pregnancy in Namibia and identify best practices in addressing the phenomenon;
- iii) Through a consultative process with stakeholders, which include traditional leaders, children in child marriages, and government officials (life skills teachers, social workers, and Permanent Task Force on Children at the National level)-solicit their

input on developing national strategies for ending child marriages that will be endorsed in the Seminar. The consultative process is expected to take place in Khomas, Zambezi, Kango East, West, Kunene, and Omusati regions.

- iv) Consolidate the findings from the desk review and consultative meetings of key stakeholders to develop a child marriage strategy which includes the operational plan for 2024-2028 plan, coordination action and collaboration mechanisms, monitoring and evaluation; and cost frameworks;
  - v) Facilitate a seminar with key stakeholders to validate the draft Strategy and endorse other culturally harmful practices that will be included in the amendments of the Child Care and Protection Act, 2015 (Act no. 3 of 2015) and other related laws;
  - vi) Incorporate inputs from the Seminar into the draft strategy;
  - vii) Finalize National Strategy for submission and approval by the Executive Director of the Ministry of Gender Equality Poverty Eradication and Social Welfare.
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 MODULE 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 the Ministry of Gender Equality, Poverty Eradication and Social Welfare, Juvenis Building, Independence Avenue; Ms Helena Andjamba (061) 2833173/67. 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](http://www.mof.gov.na/procurement-policy-unit) to acquaint themselves with the legislation

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 the contract for unsuccessful completion of the 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: **02 August 2023**, Juvenis Building Independence Avenue, ground floor at 12h00 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 a Public Entity**

- a) Please note that the Ministry of Gender Equality, Poverty Eradication and Social Welfare 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 **45 days**. 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 Ministry of Gender Equality, Poverty Eradication and Social Welfare 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 **August 2023** you will be expected to take up/commence with the assignment in 7 days' 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 Ministry of Gender Equality, Poverty Eradication and Social Welfare 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 Module of performing the services.

#### **15. Confirmation of Invitation to submit proposal**

We should appreciate it if you would inform us by facsimile:

- a) Your acknowledgement of the receipt of this Letter of Invitation within 5 days and
- b) Further, indicate whether you will be submitting the proposal.

- 16. The Ministry of Gender Equality, Poverty Eradication and Social Welfare would like to thank you for considering this invitation for submission of proposals.

#### **17. Eligibility criteria**

To be eligible to participate in this Quotation exercise, you should:

- (a) **have a valid certified company Registration Certificate**
- (b) **Have an original valid good Standing Tax Certificate;**

**OR**

**A valid certified copy of an original document, as certified by the Namibian Police or by the Oath of Commissioner.**

- (c) **Have an original valid good Standing Social Security Certificate**

**OR**

**A valid certified copy of an original document, as certified by the Namibian Police or by the Oath of Commissioner**

**(d) Have a certified Copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; certified by the Namibian Police or by a Commissioners of Oath have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007**

- (e) **All pages must be initialled.**
- (h) **The bid submission form to be completed and properly signed**

**NB: Kindly do not charge VAT if you are not VAT registered**

Yours faithfully,



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**Johannes Embula**

**Head: PMU**

**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**

**Technical support to facilitate the Development of a National Strategy to End Child Marriage and other Harmful cultural practices in Namibia**

**Terms of Reference**

**1. Background**

Addressing all forms of discrimination and violence against women and girls, particularly child marriage, is a global call to states articulated in various. Globally, one in every five girls is formally married or in an informal union before age 18. In the least developed countries, that number almost doubles – 36% of girls are married before age 18, and 10% are married before age 15 (<https://www.unfpa.org/child-marriage#readmore-expand>).

Various international efforts to address discrimination and violence against women and girls are intensified globally. The global efforts include the joint general recommendation/general comment no. 31 of the Committee on the elimination of all forms of Discrimination against Women and no. 18 on the child on harmful practices (05th November 2014) was endorsed by the United Nations.

The recommendations focus on ending child marriage and Female Genital Mutilation and cutting (FGM/C), and the London Girls Summit (co-hosted by the UK government and UNICEF) in July 2014, where commitments and pledges of support from various stakeholders to end child, early and forced marriage (CEFM) and FGM/C were secured. Other efforts at the regional level include the Commission of African Union campaign to end child marriage in Africa that was launched on 29th May 2014. The International Conference on Population and Development in 1994 also called on countries to eliminate child marriage (<https://www.unfpa.org/child-marriage#readmore-expand>).

Furthermore, SADC developed a model aimed at eradicating child marriage. The model is known as the SADC Model Law on stopping child marriage and protecting children already in marriage. The Model law also includes other initiatives to reduce early and unintended pregnancies among young people; including increasing the number of adolescents and young people aged 10-24 who demonstrate comprehensive HIV prevention knowledge levels and eliminating child marriage.

Namibia has committed to the global call for promoting and ensuring children's rights, as reflected in the ratification of international and regional instruments. The National Strategy on Ending Child Marriage and Cultural harmful practices is a holistic, comprehensive framework demonstrating the Namibian

Government's commitment. The development of the Strategy is informed by evidence generated through the Child marriage study conducted in 2019 in the host spots in Namibia.

## **2. Justification**

In response to the international and regional commitment, Namibia passed the Child Care and Protection Act, which regulates the marriage of persons under the age of 21 years; however, these provisions are not comprehensive and therefore do not provide maximum protection to children. The country continues to experience incidents of child marriages and high levels of teenage pregnancies.

To identify these incidences in the country, the Ministry of Gender Equality and Poverty Eradication conducted a formative study on child marriage in 2019. The study findings confirmed that the common forms of child marriage in Namibia are traditional marriages and cohabitation, with the latter being the most prevalent. Traditional marriages ranged from arranged/forced marriages to courtship followed by "'consensual' payment of bride price.

The prevalence of child marriage in Namibia is 18.4% for women and 4.1% for men. There were significant regional differences, with Kavango reporting the highest rates. Early pregnancy was also common in Zambezi, Kunene, and Otjozondjupa. Child marriage in Namibia is influenced by region, rural-urban place of residence, highest educational level, age, sexual debut, and culture. Child unions are higher in rural areas than in urban areas and mostly happen to girls (Ministry of Gender Equality Poverty Eradication and Social Welfare, 2019). Therefore, one of the recommendations from the study, as mentioned above, was to develop and gazette a national policy and Strategy for ending child marriage in Namibia.

Child marriage threatens 'girls' lives and health and limits their prospects. Girls pressed into child marriage often become pregnant while still adolescents, increasing the risk of complications in pregnancy or childbirth. These complications are the leading cause of death among older adolescent girls (<https://www.unfpa.org/child-marriage#readmore-expand>). Furthermore, child marriages put girls at risk of sexual and gender-based violence, loss of education, and poverty.



### **3. Purpose of the Assignment**

The purpose of this consultancy is to lead and support the Ministry of Gender Equality, Poverty Eradication and Social Welfare, stakeholders, partners, and technical working group, through the consultative and participatory process for the Development of the National Strategy to End Child Marriage, other Harmful cultural practices, and Teenage Pregnancy in Namibia.

### **4. Scope of work**

4.1 Conduct a desk on global, continental, regional, and national relevant literature on Child Marriage, Cultural Practices in Namibia;

4.2 Conduct a desk review to consolidate existing and recent data on teenage pregnancy in Namibia and identify best practices in addressing the phenomenon;

4.3 Through a consultative process with stakeholders, which include traditional leaders, children in child marriages, and government officials (life skills teachers, social workers, and Permanent Task Force on Children at the National level) to solicit their input on developing national strategies for ending child marriages that will be endorsed in the Seminar. The consultative process is expected in Khomas, Zambezi, Kango East, West, Kunene, and Omusati.

4.4 Consolidate the findings from the desk review and consultative meetings of key stakeholders to develop a child marriage strategy which includes the operational plan for 2024-2028 plan, coordination action and collaboration mechanisms, monitoring and evaluation; and cost frameworks;

4.5 Facilitate a seminar with key stakeholders to validate the strategy Strategy and to endorse other culturally harmful practices that will be included in the amendments of the Child Care and Protection Act, 2015 (Act no. 3 of 2015) and other related laws;

4.6 Incorporate inputs from the Seminar into the draft strategy;

4.7 Finalize National Strategy for submission and approval by the Executive Director of the Ministry of Gender Equality Poverty Eradication and Social Welfare.

## **5. Methodology**

The Development of the Strategy will be done through a participatory approach, both qualitative and quantitative methodologies, to solicit inputs that will form part of the Strategy. This includes desk reviews of relevant literature and other relevant materials, including group focus discussions. It is proposed that the following methods are used:

- 5.1 Review of national policies and strategies/ plans, legislation, other publications, and research relevant to the research topics;
- 5.2 Review of existing literature relevant from ministries, Civil Society Organizations, UN agencies, and other stakeholders implementing interventions on Human rights, gender, GBV, VAC, and child marriage;
- 5.3 Review of data related to child marriage, teenage pregnancies, HIV, VAC, GBV, maternal deaths, family planning unmet needs, school enrolment, and completion;
- 5.4 Expert/key informant interviews with relevant ministries, traditional leaders, government officials, Civil Society, Development partners, policymakers, and NGO managers;
- 5.5 Extensive focus group discussions with adolescents and parents, including survivors of child marriages and teenage pregnancies, traditional leaders, teachers, pastors, and other gatekeepers, survivors of child marriages;
- 5.6 Meetings with the TWG group to ensure the expected outcome of the assignment is achieved;
- 5.7 Facilitate consultation seminar with key stakeholders, including traditional leaders and child leaders, to validate child marriage strategy, including the endorsement of harmful cultural practices ;
- 5.8 Incorporate inputs from the Seminar into the final Strategy;
- 5.9 Facilitate validation workshop with key stakeholders on the draft strategy.

## **6. Key Deliverables and Timeline**

Under the overall supervision of the Technical Working Group headed by MGEPEWSW and with the support from Global Fund and UNFPA, the consultant will perform the following critical tasks to meet the purpose of the assignment during 45 working days from the period 01st June to 30th August 2023.

<b>Deliverables</b>	<b>Timeline</b>
6.1 Inception report with a detailed work plan related to the consultancy, including thorough step-by-step process, methods, tools, and timelines for the Development and validation of the Strategy	Three (3) days
6.2 Literature review report	Five (5) days
6.3 Presentation of a draft strategy including strategic direction to TWG and the Management of MGEPSW	Ten (10) days
6.4 Seminar facilitated	Twelve (12) days
6.5 Final report of the Seminar with critical recommendations	Ten (10) days
6.6 Electronic and two hard copies of the final approved Strategy with Executive summary; Contextual Analysis: Child Marriage Globally, Continentally, Regionally, and in Namibia; International and National Legal and Policy Context; National Response; Strategic Direction including the Overall Goal and Objectives; Guiding principles; Scope of the Strategic Framework; Strategies for Implementation; Coordination and Collaboration; Monitoring and Evaluation Framework; Operational Plan 2023-2027; Costing Framework 6.8 Report and brief power presentation on the process including stakeholder consultations and workshops	Five (5) days
<b>Total</b>	<b>45 days</b>

## 7. Required skills and qualifications

7.1 The consultant/ institution must have at least 5-10 'years of experience in the integration of protection and care services for children

7.2 A Master's degree in social sciences (such as Gender / Development Studies, Child Studies, and public health). Additional Monitoring and Evaluation qualification is required for an individual or consultant team.

7.3 The consultant must have proven experience in developing a related strategy

7.4 Evidence of developed strategies related to GBV, childcare and protection, and other related areas is a requirement.

7.5 Sound knowledge and understanding of child protection, gender equality, and harmful practices in Namibia, SADC, Africa, and globally.

7.6 Excellent writing and editing skills (Written and oral fluency in English is required, including good presentation and communication skills.

7.7 Ability to use ICT as a tool and resource

7.8 Have analytical skills and research capacity; interpreting, analysing, and complex international development issues and representing

7.9 Ability to deliver under pressure

## **8. Terms and Conditions**

8.1 The consultant will work under the overall supervision of the Technical Working Group headed by the Ministry of Gender Equality, Poverty Eradication, and Social Welfare and Global Fund.

8.2 The consultant is expected to have their workspace and computer.

8.3 The contract will be terminated with immediate effect if the performance of the consultant is not satisfactory

8.4 The MGEPEWS and Global Fund will have property rights to all materials developed.

8.5 The costs for the Seminar, venue, and meals should be excluded from the budget proposal.

8.6 The Consultant should facilitate all meetings, Seminar, and the validation workshop.

8.7 The MGEPEWS reserves a right to modify the terms of reference at any point as required.

## **9. Technical Working Group Obligations**

9.1 The Technical Working Group will provide background materials as necessary and detailed inputs/ comments on all deliverables.

9.2 The Technical Working Group will regularly provide comments to the consultant and link the consultant to relevant programs and stakeholders.

## **10. Payment Schedule**

10.1 Submission of final inception report - initial 25% of payment of the total consultancy fee

10.2 Submission of the first final draft of the Strategy- 50% of payment of the total consultancy fee)

10.3 Submission of the final printed approved electronic and hard copy of the Strategy - final 25% payment of the total consultancy fee

## **11. Financial and Logistical Considerations/Implications**

11.1 The consultant will provide a budget to include a consultancy fee and cost related to traveling to the various regions for the duration of the consultancy (45 days) – Completion date August 2023

11.2 The consultant will develop presentations and agendas for meetings and Seminar with TWG and validation workshops.

11.3 The consultant is expected to keep the minutes of these meetings.

11.4 Remuneration will be commensurate with experience and disbursed as per the schedule of payments outlined above.

## **12. Submissions should include**

12.1 A motivation/cover letter outlining the relevant qualifications and experience

12.2 Samples of previous work related to the assignment

12.3 Technical proposal, including a detailed methodology and work plan

12.4 CV and contactable references

12.5 Detailed inclusive budget for the consultancy with a breakdown of all costs

NB! Consultancy firms /Organisations owned and managed by women are encouraged to apply

## **13. Closing Date**

Submissions must reach the MGEPSW by **15th May 2023** and full detailed Terms of Reference are obtainable at the MGEPSW-Procurement Unit.

## **14. Technical Inquiries**

All Technical inquiries should be addressed to the following:

Ms. Helena Andjamba, Director of Child Welfare Services, MGEPSW

Tel.: +264-612833173/67

Email: [Helena.Andjamba@mgepesw.gov.na](mailto:Helena.Andjamba@mgepesw.gov.na)/[Bernadette.Jeomba@mgepesw.gov.na](mailto:Bernadette.Jeomba@mgepesw.gov.na)

**Only Shortlisted candidates/organizations will be contacted.**



## SUPPLEMENTARY INFORMATION FOR CONSULTANTS

### Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- (i) MODULE 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 a summary of Contract estimate

(Form F- 4)

3. The proposals shall be submitted in one original and 2 copies

### Contract Negotiations

- 1. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of the 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 MODULE VITAE (CV) FOR CONSULTANT**

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

**Date: Day/Month/Year**

***[Signature of Consultant]***

**Full name of Consultant:** \_\_\_\_\_

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING  
LAST 5 YEARS**

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

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

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

**Cost Estimate of Services<sup>1</sup>****Remuneration:**

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

**Out-of-Pocket Expenses<sup>2</sup>:**

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

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

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

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

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



**Annexure 3**

**CONTRACT No. \_\_\_\_\_**

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*[INSERT PUBLIC ENTITY NAME]*

**AND**

*[INSERT CONSULTANT NAME]*

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

**WITNESS THAT:**

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

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

**NOW THEREFORE** the parties hereto have agreed as follows:

**ARTICLE I SCOPE  
OF SERVICES**

- 1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as 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 Module 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. 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