



# REQUEST FOR PROPOSAL

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## Request for Proposals to Conduct Environmental Impact Assessments for Thirteen (14) Sites

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Procurement Reference No: SC/RP/PC-0017/2026

Name of Bidder		
E-mail Address		
Postal Address		
Contact Phone Number	Work:	Mobile:
Bid price (N\$ - Incl. VAT)		

Due Date: 12 June 2026

PowerCom (Pty) Ltd  
140 NPTH Building no.4, Julius K. Nyerere Street  
Southern Industrial Area  
P.O. Box 40799 Windhoek  
Tel: +264 (61) 201 2090  
Fax2mail: +264 (61) 88 655 898  
tenders@powercom.na  
www.powercom.na

# Request for Proposal

## LETTER OF INVITATION

Dear Sir,

**Subject: Request for Proposals to Conduct Environmental Impact Assessments for 14 Sites**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under SC/RP/PC-0017/2026 for the PowerCom (Pty) Ltd which could form the basis for future negotiations and ultimately, a contract between you and PowerCom (Pty) Ltd.
2. The purpose of this assignment is to:
  - (a) To conduct an Environmental Impact Assessment on the 14 x sites, in the
    - i. Kavango East Region, Shamunaro, Mukwe
    - ii. Kavango East Region- Likurukadi, Ndiyona
    - iii. Kavango West Region-Nkutu, Kapako
    - iv. Kavango West Region- Karo, Kapako
    - v. Kavango West Region-Simanya, Mpungu
    - vi. Zambezi Region-Sifuha, Kabbe North
    - vii. Ohangwena Region- Oshifitu, Okongo
    - viii. Ohangwena Region-Oshamono, Epembe,
    - ix. Omusati Region-Oshaala, Outapi
    - x. Omusati Region-Okasheshete, Onesi
    - xi. Omusati Region-Omalyadhila, Outapi
    - xii. Omaheke Region-Kanaan, Otjombinde
    - xiii. Omaheke Region-Hugus, Aminuis
    - xiv. Omaheke Region-Okahiokapa, Aminuis
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 the Procurement Office via email to [tenders@powercom.na](mailto:tenders@powercom.na). 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](http://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.

Additionally, to be eligible to participate in this Proposal exercise, you should:

- (d) have a valid certified copy company Registration Certificate;
- (e) have an original valid or certified copy good Standing Tax Certificate;
- (f) have an original valid or certified copy good Standing Social Security Certificate;
- (g) have a valid 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;
- (h) 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 and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (i) The quotation validity period shall be **180 days** from the date of bid submission deadline.
- (j) Submit a written Special Power of Attorney that authorize the individual to sign on behalf and for the bidder. The individual should be granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process.
- (k) Submit Curriculum Vitae (CVs) and certified copies of Qualifications for employees dedicated to this project – Consultants.
- (l) Submit proof of previous similar work through reference letters and/or completion certificates.
- (m) Submit a preliminary program of works encompassing all aspects of the works in a form of a Gantt chart.
- (n) Not have 2 or more ongoing PowerCom projects (projects are deemed completed upon issuance of practical completion certificate)
- (o) Have not abandoned work/projects of PowerCom.

Table 1: Technical Weight Scoring

No.	Relevant experience of the contractor related to the assignment	Number of projects successfully executed by Consultant	Relevant experience of the consultant related to the assignment	Scores	Total
1	Relevant Experience: Proof of experience conducting Environmental Impact Assessments Works in Namibia in the form of reference letters from contactable clients or substantial completion certificates	Overall number of past related projects  Completion Certificates/ Reference Letters	5	50	50
			4	40	
			3	30	
			2	20	
			1	10	
			0	0	
	Relevant experience of the consultant related to the assignment	Experience of Key personnel clearly indicating responsibilities	Years Experience, qualifications, and registration	Scores	Total
2	Key personnel (Necessary staff with adequate qualifications, capability, and experience to undertake the assignment) Note all copies of attached qualifications to CV, are to be certified by a Commissioner of Oath		5 or more	30	30
			3	20	
			1	10	
			0	0	
	Listed Tools and Equipment		Equipment	Scores	Total
3	Programs of Works (Project schedules)	Minimum bar/Gantt chart program of works showing detailed key tasks		20	20
				<b>Total</b>	<b>100</b>

**Final Score**

The final score will be determined on a weighted average percentage score basis as follows:

- Technical – 80%
- Financial – 20%

The Standard Benchmark Price is computed as follows:

A = Employer’s Market Related Estimate

B =  $\frac{BP_1 + BP_2 + BP_3 + BP_4 + BP_n}{n}$

Number of bids

Where; BP – Bidder price **Mean Benchmark Price =  $\frac{A+B}{2}$**

## **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: **12 June 2026, PowerCom reception, NPTH Building, Julius Nyerere Street, Southern Industry bid closing 10h00.**

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 80 marks for Technical Proposals and 20 marks for financial proposals. Proposals from consultants should score at least 70 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 PowerCom (Pty) Ltd 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 90 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 180 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. PowerCom 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 01 August 2026 you will be expected to take up/commence with the assignment in *10 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 *PowerCom (Pty) Ltd* shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

- (a) payments to the Consultant in connection with carrying out this assignment;
- (b) equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
- (c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

**14. Insurance**

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

**15. Conformation of Invitation to submit proposal**

Bidder must inform us via email at [tenders@powercom.na](mailto:tenders@powercom.na) :

- (a) your acknowledgment of the receipt of this Letter of Invitation within 05 days and
- (b) further indicate whether or not you will be submitting the proposal.

16. PowerCom (Pty) Ltd would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

*Edwina Garises*  
*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.

## Annexure – 1

### TERMS OF REFERENCE

#### Part 1. Background

PowerCom (Pty) Ltd, through the Ministry of Information and Communication Technology, has been instructed to construct fourteen (14) telecommunications towers, each 80 meters high, in the Zambezi, Kavango East, Kavango West, Ohangwena and Omusati regions.

The construction of these towers is considered a **listed activity** under the Environmental Management Act (2007). In accordance with the Act and its regulations, such activities may only proceed with a valid Environmental Clearance Certificate (ECC) issued by the Environmental Commissioner. The ECC process ensures that potential environmental and social impacts are identified, assessed, and mitigated before project implementation.

Conducting a comprehensive Environmental Impact Assessment (EIA) is therefore a critical prerequisite for compliance and sustainability. The EIA will evaluate the proposed sites, engage stakeholders, and recommend measures to minimize adverse impacts while supporting Namibia's environmental protection objectives and development goals.

#### Part 2. The Services

The Consultant shall provide professional Environmental Assessment services for thirteen (14) proposed tower sites located in:

- Kavango East Region, Shamunaro, Mukwe
- Kavango East Region- Likurukadi, Ndiyona
- Kavango West Region-Nkutu, Kapako
- Kavango West Region- Karo, Kapako
- Kavango West Region-Simanya, Mpungu
- Zambezi Region-Sifuha, Kabbe North
- Ohangwena Region- Oshifitu, Okongo
- Ohangwena Region-Oshamono, Epembe,
- Omusati Region-Oshaala, Outapi
- Omusati Region-Okasheshete, Onesi

- Omusati Region-Omalyadhila, Outapi
- Omaheke Region-Otjombinde
- Omaheke Region-Hugus, Aminuis
- Omaheke Region-Okahiokapa, Aminuis

The services shall be carried out in full compliance with the Environmental Management Act (2007) and associated regulations. The Consultant's responsibilities include, but are not limited to, the following:

#### 1. Project Inception and Planning

- Review project details and confirm scope.
- Develop a detailed work plan and schedule for the Environmental Impact Assessment (EIA) process.

#### 2. Scoping and Baseline Studies

- Conduct site visits and baseline environmental assessments.
- Identify key environmental issues, sensitive receptors, and potential impacts.
- Prepare a Scoping Report for submission to the Environmental Commissioner.

#### 3. Stakeholder Engagement

- Facilitate consultations with interested and affected parties, including local communities, authorities, and other stakeholders.
- Document all engagement activities and ensure compliance with public participation requirements under the Act.

#### 4. Environmental Impact Assessment

- Prepare a Draft EIA Report for each site, including:
  - Impact identification and analysis.
  - Mitigation measures.
  - Environmental Management Plan (EMP).
- Revise and finalize the EIA Reports based on stakeholder and authority feedback.

## 5. Regulatory Submission

- Compile and submit a complete application package for Environmental Clearance Certificates (ECCs) to the Environmental Commissioner.
- Provide proof of submission and track progress until acknowledgment of receipt.

## 6. Compliance and Reporting

- Ensure all deliverables meet statutory requirements and timelines.
- Submit periodic progress reports to PowerCom as agreed in the contract.
- Important Note: The Consultant is responsible for preparing and submitting all required documentation for ECC applications but cannot guarantee issuance of the ECCs, as this decision rests with the Environmental Commissioner.

### Part 3. Facilities to be provided by the Public Entity

### Part 4. Contract duration and fees

- (a) Duration of initial contract
- (b) Payment

### Part 5. Deliverables

The Consultant shall provide the following deliverables within the agreed timeframe:

1. **Scoping Report**
  - Identification of key environmental issues and stakeholders.
  - Proposed methodology and work plan for the Environmental Impact Assessment (EIA).
2. **Stakeholder Engagement Summary**
  - Documentation of consultations with interested and affected communities, authorities, and other stakeholders.
  - Evidence of compliance with public participation requirements under the Environmental Management Act (2007).
3. **Draft Environmental Impact Assessment Report**
  - Comprehensive assessment of potential environmental impacts for each of the three sites.

- Mitigation measures and Environmental Management Plan (EMP).
4. **Final Environmental Impact Assessment Report**
    - Incorporating comments from stakeholders and the Environmental Commissioner.
    - Ready for submission to the competent authority.
5. **Submission of Application for Environmental Clearance Certificate (ECC)**
    - Complete application package submitted to the Environmental Commissioner, including all supporting documentation required under the Act.
    - Proof of submission to the authority.

## Annexure - 2

### SUPPLEMENTARY INFORMATION FOR CONSULTANTS

#### Proposals

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

#### Contract Negotiations

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

2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

FORM F-1

**BID SUBMISSION FORM**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Hiring of Consultancy Services for Environmental Impact Assessments for 3 Sites**

I/We -----herewith enclose Technical and Financial Proposals for selection as Consultant for PowerCom.

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:

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:					_____
Total Estimate:					_____

Annexure 3

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<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, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

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

CONSULTANCY SERVICE CONTRACT

BETWEEN

*[INSERT PUBLIC ENTITY NAME]*

AND

*[INSERT CONSULTANT NAME]*

## TABLE OF CONTENTS

Page

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

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

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

**ARTICLE II**  
**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

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

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

ARTICLE III  
DUTIES OF THE CONSULTANT

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

ARTICLE IV

## PAYMENT FOR THE SERVICES

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

## ARTICLE V

### CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

## ARTICLE VI

### ASSIGNMENT AND SUB-CONTRACTING

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

## ARTICLE VII

### LIABILITY OF THE CONSULTANT

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

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

**ARTICLE VIII**  
**FORCE MAJEURE**

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

8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

## ARTICLE IX

### TERMINATION OF CONTRACT

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

## ARTICLE X

### DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI  
MODIFICATION OR AMENDMENT

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

ARTICLE XII  
EFFECTIVE DATE

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

ARTICLE XIII  
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

**FOR THE PUBLIC ENTITY**

Postal Address : \_\_\_\_\_

Physical Address : \_\_\_\_\_

Facsimile : \_\_\_\_\_

**FOR THE CONSULTANT**

Postal Address : \_\_\_\_\_

Physical Address : \_\_\_\_\_

Facsimile : \_\_\_\_\_

**ARTICLE XIV**

**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 POWERCOM (PTY) LTD

\_\_\_\_\_

Date: \_\_\_\_\_

FOR THE CONSULTANT

\_\_\_\_\_

- Annex 1 - Terms of Reference
- Annex 2 - Contract Amount and method of payment
- Annex 3 -Bill of Quantity (BOQ)

Lot 1

Site Name	Coordinate	Constituency	Region	Project Component	Total Price
Shamunaro	18°16'08.4"S 21°22'14.6"E	Mukwe	Kavango East	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Likurukadi	18°10'56.3"S 20°45'40.2"E (Subject to change)	Ndiyona	Kavango East	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Nkutu	18° 2'23.66"S 19°31'7.34"E	Kapako	Kavango West	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Karo	18°00'32.8"S 19°18'47.0"E	Kapako	Kavango West	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Simanya	17°32'20.43"S 18°31'6.27"E	Mpungu	Kavango West	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	

Sifuha	17°36'2.08"S 24°35'7.35"E	Kabbe North	Zambezi	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
				<b>Total Excluding VAT</b>	
				<b>VAT 15%</b>	
				<b>Total Including VAT</b>	

Lot 2

Site Name	Coordinate	Constituency	Region	Project Component	Total Price
Oshifitu		Okongo	Ohangwena	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Oshamono		Epembe	Ohangwena	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Oshaala		Outapi	Omusati	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Okasheshete		Onesi	Omusati	P&G's – Including Consultations	

				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Omalyadhila		Outapi	Omusati	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
				<b>Total Excluding VAT</b>	
				<b>VAT 15%</b>	
<b>Total Including VAT</b>					

Lot 3

Site Name	Coordinate	Constituency	Region	Project Component	Total Price
Kanaan	21°28'13.3"S 20°55'46.37"E	Otjombinde	Omaheke	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Hugus	23°47'42.2"S 19°21'09.8"E	Aminuis	Omaheke	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	
				Registering and Submission of Application to MEFT – Including Follow-ups	
Okahiokapa	23°13'37.9"S 19°21'39.97"E	Aminuis	Omaheke	P&G's – Including Consultations	
				Compilation of Scoping Report	
				Compilation of EMP	

			Registering and Submission of Application to MEFT – Including Follow-ups	
			Total Excluding VAT	
			VAT 15%	
			Total Including VAT	

