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MILLENNIUM CHALLENGE ACCOUNT – NAMIBIA

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THE UNITED STATES OF AMERICA

THROUGH

THE MILLENNIUM CHALLENGE CORPORATION

REQUEST FOR PROPOSALS

MCAN/COM/RFP/2A02002

FOR

**CONSULTANT SERVICES FOR THE DESIGN AND CONTRACT SUPERVISION OF
INFRASTRUCTURE EXPANSION AND IMPROVEMENT OF MANAGEMENT
CENTRES & STAFF HOUSING IN THE ETOSHA NATIONAL PARK**

12 May 2011

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Letter of Invitation for Proposals

CONSULTANT SERVICES FOR THE DESIGN AND CONTRACT SUPERVISION OF INFRASTRUCTURE EXPANSION AND IMPROVEMENT OF MANAGEMENT CENTRES & STAFF HOUSING IN THE ETOSHA NATIONAL PARK

RFP Ref: MCAN/COM/RFP/2A02002

1. The United States of America through the Millennium Challenge Corporation (“MCC”) and the Republic of Namibia (the “Government” or “GRN”) through the National Planning Commission (“NPC”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Namibia (the “Compact”) in the amount of approximately \$304,477,816 USD (“MCC Funding”). Millennium Challenge Account–Namibia, an organizational unit established within NPC by the Government on March 18, 2008 pursuant to Cabinet Decision Number 5th/18.03.08/004 (“MCA-Namibia”), has been designated to oversee implementation of the Compact, and intends to apply a portion of the MCC Funding to eligible payments under a contract for which the Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to the disbursements of MCC funding. No party other than the Government and MCA-Namibia shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding.
2. The objective of the Compact program is to increase the competence of the Namibian workforce (knowledge, skills, and attitude), and increase the productivity of agricultural and non-agricultural enterprises in rural areas. The Compact program includes three main projects that will be implemented over a five year period namely: The Agriculture Project, The Tourism Project and the Educational Project as further described below:

Education Project - \$144.9 million – The objective of the Education Project is to alleviate workforce quality constraints to private-sector led growth by enhancing the equity and effectiveness of basic, vocational and tertiary education.

Agriculture Project - \$46.9 million – The objective of the Agriculture Project is to increase the total value added from livestock in the northern communal areas of Namibia and to increase income from indigenous natural products accruing to the poor nationwide.

Tourism Project - \$66.9 million – The objective of the Tourism Project is to grow the Namibian tourism industry with a focus on increasing income in households in communal conservancies.

3. This Invitation for Proposals follows the General Procurement Notice that appeared on dgMarket on 9 November 2010, UNDB Online on 9 November 2010, MCA Namibia website www.mcanamibia.org on 9 November 2010, and local newspapers The Namibian on 9 November 2010.
4. MCA Namibia now invites proposals to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference.
5. The Request for Proposal (“RFP”) is open to all eligible entities or persons (“Consultants”) who wish to respond. Consultants may only associate with each other in the form of a joint venture or in a sub-consultancy agreement to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment and so long as any association is otherwise formed in accordance with the terms of the RFP.
6. A Consultant will be selected under the **QCBS**, the evaluation procedure for which is described in sections of the RFP in accordance with “MCA-Namibia Program Procurement Rules” which are annexed to the Compact provided on the MCA Namibia website www.mcanamibia.org and the MCC website at www.mcc.gov

The RFP Document includes the following Sections:

- | | |
|-------------------|--|
| Section 1 | Instructions to Consultants
This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract. |
| Section 2 | Proposal Data Sheet
This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Consultants. |
| Section 3 | Qualification and Evaluation Criteria
This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal. |
| Section 4A | Technical Proposal Forms
This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal. |
| Section 4B | Financial Proposal Forms
This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal. |
| Section 5 | Contract Forms:
I Contract Agreement
II General Conditions of Contract |

III Special Conditions of Contract

IV Appendices

Section 6 Terms of Reference

This section includes the detailed Terms of Reference for this procurement that describe the nature, tasks and duties of the consultant services to be procured.

7. Consultants interested in submitting a Proposal should register their interest by sending an e-mail, giving full contact details of the Consultant, to hshikongo@mcanamibia.org
8. A site visit and pre-proposal meeting will be held on **27 May 2011** at **9h00** at Ombika at the Southern entrance to the Etosha National Park. It is highly recommended that prospective bidders attend the site visit to familiarize themselves with the site layout and environmental conditions.
9. The closing time for receipt of Proposals is **24 June 2011** at **13:00hrs** local time in Namibia. Proposals received after this time and date shall not be considered and will be returned unopened. Consultants should be aware that distance and customs formalities may require longer than expected delivery time.

Yours sincerely,

Penny Akwenye

Chief Executive Officer

MCA- Namibia

Section 1 Instructions to Consultants

Definitions

- (a) “associate” means any entity or person with whom the Consultant associates in order to provide any part of the Services.
- (b) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of Namibia, acting through NPC, entered into on July 28, 2008, as may be amended from time to time.
- (c) “CIF” means Compact Implementation Funding made available under the Compact to facilitate certain aspects of Compact implementation which is more fully described in the Compact.
- (d) “confirmation” means confirmation in writing.
- (e) “Consultant” means any entity or person that may provide or provides the Services to MCA Namibia under the Contract.
- (f) “Contract” means the contract proposed to be entered into between MCA Namibia and the Consultant, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in Section 5 of this RFP.
- (g) “day” means a calendar day.
- (h) “FBS” means Fixed Budget Selection method.
- (i) “Financial Proposal” has the meaning given the term in ITC Sub-Clause 3.6.
- (j) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1, according to which action may be taken against the Consultant, Personnel or MCA Entity personnel.
- (k) “GCC” means the General Conditions of Contract.
- (l) “General Provisions Annex” means MCC’S “*General Provisions Annex*” which may be found on the MCC website at www.mcc.gov/guidance/compact/general_provisions.pdf.

- (m) "Government" means the Government of Namibia.
- (n) "Instructions to Consultants" or "ITC" means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals.
- (o) "in writing" means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (p) "Key Professional Personnel" means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (q) "LOI" means (Section 1 of this RFP) means letter of Invitation being sent by MCA-Namibia to those consultants that register with MCA-Namibia prior to submitting a Proposal.
- (r) "LCS" means Least Cost Selection method.
- (s) "MCA Namibia" means Millennium Challenge Account Namibia, an organisation unit established within the NPC by Government on March 18 2009 pursuant to Cabinet Decision Number 5th/18.03.08/004.
- (t) "MCA-Namibia Procurement Rules" means the principles, rules and procedures that shall govern the conduct and administration by MCA-Namibia of the procurement of goods, works and services (consultant and non-consultant) that need to be acquired to implement the Compact funded projects, which rules are attached as Annex VI to the Compact.
- (u) "MCC" means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (v) "NAD" means Republic of Namibian Dollars
- (w) "PDS" means the Proposal Data Sheet, in Section 2 of this RFP, used to reflect specific country and assignment conditions.
- (x) "Personnel" means professionals and support staff provided by the Consultant, or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (y) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the **PDS**, if any.
- (z) "Proposal" means the Technical Proposal and the

Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.

- (aa) "Program" means the program to achieve the goals and objectives of the Compact as set forth in Compact
- (bb) "Program Implementation Agreement" means the Program Implementation Agreement entered into between the Government and MCC (on behalf the United States Government), which sets forth, among other things, the implementation arrangements, including fiscal accountability and disbursement mechanisms, for the implementation of the Program.
- (cc) "QBS" means Quality-Based Selection method.
- (dd) "QCBS" means Quality and Cost-Based Selection method.
- (ee) "RFP" means this Request for Proposals, including any amendments that may be made, prepared by MCA Namibia for the selection of the Consultant.
- (ff) "SCC" means the Special Conditions of Contract.
- (gg) "Services" means the tasks to be performed by the Consultant pursuant to the Contract.
- (hh) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (ii) "Taxes" has the meaning given the term in the Compact.
- (jj) "TEP" means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (kk) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 3.4.
- (ll) "Terms of Reference" or "TOR" means the document included in this RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of MCA Namibia and the Consultant, and expected results and deliverables of the assignment.
- (mm) "USD" means United States of America Dollars

1. Introduction

1.1 MCA-Namibia will select a Consultant in accordance

with the selection method specified in the **PDS**.

- 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the **PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit MCA Namibia before submitting a Proposal and to attend a Pre-Proposal Meeting if one is specified in the **PDS**. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.5 MCA Namibia will timely provide, at no cost to the Consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation.
- 1.7 MCA Namibia is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any Consultant.

Conflict of Interest

1.8 MCA Namibia requires that Consultants provide professional, objective, and impartial advice and at all times hold MCA Namibia's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.

1.8.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

Conflicting Activities

(a) A Consultant that has been engaged by MCA Namibia to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignments

(b) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for MCA Namibia or for another client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question.

Conflicting Relationships

(c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have a business or family relationship with a member of MCA Namibia's board of directors or MCA Namibia staff, or with the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by MCA Namibia who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.

1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MCA Namibia, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.

1.8.3 No member of MCA Namibia's board of directors or current employees of MCA Namibia shall work as, or on behalf of, any Consultant.

1.8.4 No current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.

1.8.5 Recruiting former MCA Namibia or Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

1.8.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to MCA Namibia by the Consultant as part of its Technical Proposal.

1.8.7 In the case where a Consultant seeks to engage the

services of any person falling under ITC Sub-Clauses 1.8.3 – 1.8.6, who may have left MCA Namibia within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from MCA Namibia for the inclusion of such a person, prior to the Consultant’s submission of its Proposal.

Unfair Advantage

- 1.8.8 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, MCA Namibia shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

- 1.9 MCC requires that all beneficiaries of MCC Funding, including MCA Namibia and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, MCA Namibia:
- (a) will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
 - (b) as the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and
 - (c) has the right to require that a provision be included in the Contract requiring the selected Consultant to permit MCA Namibia, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by MCA Namibia with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during

the selection process or the execution of the Contract, without MCA Namibia or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC may also invoke, on its own behalf, any of the rights identified for MCA Namibia in ITC Sub-Clause 1.11(a)-(c) above.

Eligibility

1.10 Consultants (including their associates, if any), their Sub-Consultants and Personnel, shall satisfy the eligibility criteria set forth below, as applicable.

Ineligibility and Debarment

1.10.1 Consultants (including their associates, if any), their Personnel and Sub-Consultants shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITC Sub-Clause 1.8, or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled *“Excluded Parties Verification Procedures in MCA Namibia Program Procurements”* that can be found on MCC’s website at www.mcc.gov. This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. As of the date of this Request for Proposals, those countries are **Cuba, Iran, North Korea, Sudan and Syria**. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries.

Consultants (including their associates, if any), their Personnel and Sub-Consultants not otherwise made ineligible for a reason described in the immediately preceding paragraph shall be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of such Consultant, associates, Personnel or Sub-Consultants;
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations,

the Government prohibits any import of goods from the country of such Consultant, associates, Personnel or Sub-Consultants or any payments to persons or entities in such country; or

(c) such Consultant, associates, Personnel or Sub-Consultants are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at www.mcc.gov.

Qualification and Eligibility of Consultants

1.10.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1 to 3.3 of Section 3 of this RFP.

1.10.3 Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

Eligibility of Associates

1.10.4 In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

Eligibility of Government-owned Entities

1.10.5 Government-Owned Enterprises (GOEs) are not eligible to compete for MCC-funded contracts. GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be prequalified or shortlisted for any MCC-funded contract anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA Entity’s country, or Government-owned educational institutions and research centers, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of the Rules. All Consultants must certify their status as a part of their submission in Annex 4 to form Tech 1.

Commissions and

1.11 A Consultant shall furnish information on commissions

- Gratuities and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4B).
- Origin of Goods and Consulting Services 1.12 Goods supplied and consulting services provided under the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 1.10.
- Only one Proposal 1.13 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal.
- Proposal Validity 1.14 The **PDS** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. MCA Namibia will make its best effort to complete negotiations within this period. Should the need arise, however, MCA Namibia may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Source of Funds; Compact Terms and Conditions 1.15 MCC and the Government have entered into the Compact to help facilitate poverty reduction through economic growth in Namibia. The Government, acting through MCA Namibia, intends to apply a portion of the proceeds of MCC Funding to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and MCA Namibia shall derive any rights

from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents are available at www.mcc.gov or at the website of MCA Namibia at www.mcanamibia.org.

2. Clarification and Amendment of RFP Document
 - 2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the **PDS** before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to MCA Namibia at the address indicated in the **PDS**. MCA Namibia will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the **PDS**.
 - 2.2 Should MCA Namibia deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 2.4.
 - 2.3 At any time prior to the deadline for submission of Proposals, MCA Namibia may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 2.4.
 - 2.4 Any amendment issued under ITC Sub-Clauses 2.2 or 2.3 shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from MCA Namibia, as the case may be.
 - 2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, MCA Namibia may, at its discretion, extend the deadline for the submission of Proposals
3. Preparation of Proposals
 - 3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and MCA Namibia, shall be written in English.
 - 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
 - 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

In the case where there has been shortlisting of Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so indicated in the **PDS**. A shortlisted Consultant must first obtain the approval of MCA Namibia if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be shown in the **PDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.

For fixed-budget-based assignments, the available budget is given in the **PDS**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

Technical Proposal
Format and Content

- 3.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section 4A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US

letter-size paper.

- (a) Information on the Consultant's financial capacity is required (Form TECH-2 of Section 4A). A brief description of the Consultants' organization and an outline of recent experience of the Consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by MCA Namibia. References of the Consultant are also required (Form TECH-5 of Section 4A).
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by MCA Namibia (Form TECH-7 of Section 4A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section 4A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be

assigned to each person, and their tasks (Form TECH-8 of Section 4A).

- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section 4A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
- (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section 4A).
- (g) A detailed description of the proposed methodology and staffing for training, if the **PDS** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

Financial Proposals

3.6 The Consultant's financial proposal shall be prepared using the forms provided in Section 4B (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the **PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.

Taxes

3.7 Except as may be exempt pursuant to the Compact, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the Compact) under applicable law (now or hereafter in effect). In addition, even where the Compact provides exemption, the exemption may be implemented through the payment and reimbursement of the relevant Taxes; and in some cases reimbursement may be made to MCA-Namibia and the Program only. In all cases, the Consultant (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants or their respective Personnel, the

Contract price shall not be adjusted to account for such Taxes. MCA-Namibia shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants or their respective Personnel for any Taxes. For the avoidance of doubt,(A) the Consultant (including its associates, if any), Sub-Consultants and their respective Personnel will be subject to the applicable law regarding the following Taxes, and the Consultant (including its associates, if any), Sub-Consultants and their respective Personnel are not exempt from such Taxes pursuant to the provisions of the Compact: income and profit Taxes (including individual and corporate), transfer duty Taxes, stamp duty Taxes, fuel levies, motor vehicle Taxes and rates and Taxes; and (B) in the case of value-added Taxes, each of the Consultant (including its associates, if any), its Sub-Consultants and their respective Personnel, who is registered in Namibia as a payer of value-added Taxes (i) may invoice MCA-Namibia for value-added Taxes associated with work performed under the Contract and process value-added Tax returns for inputs associated with such work and (ii) may receive Tax exemption from import customs and value-added Taxes on supplies, goods and services imported for work performed under the Contract if such goods, supplies or services are consigned to MCA-Namibia.

Currencies

- 3.8 Consultants must submit their Financial Proposals in the currency or currencies specified in the **PDS**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment should be listed in the Financial Proposal Form FIN-1 of Section 4B.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The following applies to the “**ORIGINAL**” of the Technical Proposal, and of the Financial Proposal. The “**ORIGINAL**” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “**ORIGINAL**”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).
- 4.2 If required in the **PDS**, the authorized representative of the Consultant signing the “**ORIGINALS**” of the Technical and of the Financial Proposal shall provide within the

Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the **“ORIGINALS”** on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked **“ORIGINAL”**.

- 4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked **“COPY”**. It is preferred that all copies required should be made by photocopying the **“ORIGINAL”** as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the **“ORIGINAL”** shall govern.
- 4.4 The **“ORIGINAL”** and each **“COPY”** of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked **“Technical Proposal”**. Similarly, the **“ORIGINAL”** and each **“COPY”** of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked **“Financial Proposal”**.

Each envelope/parcel shall bear the name and address of MCA Namibia as stated in the **PDS** (ITC Sub-Clause 4.4), the name and address of the Consultant (in case they have to be returned unopened, and the Name of the Assignment as stated in the **PDS** (ITC Sub-Clause 1.3).

In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning **“Do Not Open With the Technical Proposal.”** If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked **“Do Not Open, Except In Presence of the**

Official Appointed, Before 14:00 HRS ON (INSERT CLOSING DATE)” as indicated in the **PDS**. MCA Namibia shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

4.5 Proposals must be received by MCA Namibia at the address and no later than the time and on the date specified in the **PDS**, or any extension of this date in accordance with ITC Sub-Clause 2.5. Any Proposal received by MCA Namibia after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.

4.6 MCA Namibia shall open the outer envelopes/cartons as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The Technical proposals will be opened as specified in the **PDS**. The envelopes with the Technical Proposals shall remain sealed until the TEP is ready to convene. MCA Namibia shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

5. Proposal Evaluation 5.1 From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact MCA Namibia on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence MCA Namibia in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant’s Proposal.

Evaluation of Technical Proposals 5.2 The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section 3. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **PDS**.

Evaluation of Financial 5.3 Financial Capacity: The Consultant’s financial capability

Capacity

to mobilize and sustain the Services is imperative. In its proposal the Consultant is required to provide information on its financial and economic status. The information required should be completed using the Form-TECH-2. This requirement is met by the submission of **one of the following**: 1) audited financial statements for the last three years, supported by audit letters, 2) certified financial statements for the last three years, supported by tax returns or 3) a copy of the Consultant’s Dun and Bradstreet “Business Information Report” (BIR). The Dun and Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant: “I certify that the attached Business Information Report has been issued by Dun and Bradstreet within 30 days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge.” The statement must be signed by an authorized representative of the Consultant. If the proposal is submitted by a joint venture, all parties in the joint venture are required to submit their financial statements or D&B “Business Information Report”. The reports should be submitted in the order of the partner’s significance in the partnership, greatest to least.

- 5.4 A Consultant that fails to demonstrate through its financial statements or Business Information Report that it has the financial capacity to perform the required services may be disqualified at the discretion of MCA-Namibia. MCA-Namibia, at its discretion, may ask for clarifications or additional information regarding the information provided in Form TECH-2.
- 5.5 The outcome of the Financial Capacity evaluation is a **clear YES or NO**. Any Consultant that receives a NO shall not be evaluated further and its Financial Proposal shall be returned unopened.

Financial Proposals (only for QBS)

- 5.6 Following the ranking of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under ITC Sub-Clause 6.1.

Financial Proposals (only

- 5.7 Following completion of the evaluation of Technical

for QCBS, FBS, LCS)

Proposals, and after receiving a “no objection” from MCC (if applicable), MCA Namibia shall notify all Consultants who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) the technical scores of those Proposals which were deemed responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals.

The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after MCA Namibia has completed the selection process.

- 5.8 Financial Proposals shall be opened publicly in the presence of those Consultants’ representatives who choose to attend at the date, time and location stated in the notice issued pursuant to ITC Sub-Clause 5.4. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC.
- 5.9 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the **PDS**.

5.10 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section 3: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in Section 3. $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

5.11 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), MCA Namibia will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Sub-Clause 5.6 shall be considered, and the selected firm invited for negotiations.

5.12 Prior to execution of a contract, MCA Namibia shall reserve the right to conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of MCA Namibia. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, MCA Namibia may also verify any information provided on Form TECH-5 in the proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and MCA Namibia may, at its discretion, move to invite the next-ranked Consultant for negotiation.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the **PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel

may result in MCA Namibia proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.

Technical Negotiations 6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

MCA Namibia and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from MCA Namibia to ensure satisfactory implementation of the assignment.

MCA Namibia shall prepare minutes of negotiations which will be signed by MCA Namibia and the Consultant.

Financial Negotiations 6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local Tax amount to be paid by the Consultant under the Contract. In no event, shall MCA Namibia be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

Availability of Professional Staff/Experts 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, MCA Namibia expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, MCA Namibia will require assurances that the proposed Key Professional Personnel will be actually available.

During Contract negotiations, MCA Namibia will not consider substitution of any Key Professional Personnel

unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

- | | | |
|--------------------------------|-----|--|
| Conclusion of the Negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract and Appendices, following which MCA Namibia and the Consultant will initial the agreed Contract. If negotiations fail, MCA Namibia will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After the award of Contract, MCA Namibia shall publish on its website, at dgMarket and at UNDB online the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, MCA Namibia shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the PDS . |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, MCA Namibia's and MCC's antifraud and corruption policies. |
| 9. Bid Challenge System | 9.1 | Any Consultant has the right to complaint and appeal, but must do so in the manner and format set down in the bid challenge system published on MCA Namibia's website www.mcanamibia.org . |

10. Compact
Conditionality

10.1 Consultants are advised to examine and consider carefully the provisions that are set forth in Appendix G to the Contract, as these are a part of the Government's and MCA Namibia's obligations under the Compact and related agreements, which, under the terms of the Compact and related agreements, are required to be transferred onto any Consultant (including any associate) or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC funding is involved.

10.2 The provisions set forth in Appendix G to the Contract apply both during the RFP procedures and throughout the performance of the Contract.

Section 2 Proposal Data Sheet	
ITC 1.1	The method of selection is the Quality Cost Based Selection (QCBS) method
ITC 1.3	The Name of the assignment is: CONSULTANT SERVICES FOR THE DESIGN AND CONTRACT SUPERVISION OF INFRASTRUCTURE EXPANSION AND IMPROVEMENT OF MANAGEMENT CENTRES & STAFF HOUSING IN THE ETOSHA NATIONAL PARK
ITC 1.4	A Site Visit shall take place on 27 May 2011 at 9h00 at Ombika (Southern Border, ENP) , followed by a Pre-Proposal Meeting.
ITC 1.5	MCA Namibia will provide the following inputs and facilities: a. Access to relevant documents
ITC 1.14	Proposals must remain valid for ninety (90) days after the deadline for the submission of Proposals specified in PDS ITC 4.5.
ITC 2.1	Clarifications may be requested by e-mail not later than 10 June 2011 , which is 14 days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than 17 June 2011 which is 7 days prior to the deadline for submission of Proposals. The address for requesting clarifications is: The Procurement Manager MCA Namibia 3rd Floor, Atlas House Room 13 117 Sam Nujoma Drive Email : hshikongo@mcanamibia.org
ITC 3.1	Technical and Financial Proposals shall be submitted in English .
ITC 3.3 (a)	Shortlisted Consultants shall not associate with other shortlisted Consultants.
ITC 3.3(b)	The estimated total number of person-months for Key Professional Personnel required for the assignment by labour category is to be indicated in your completed Form TECH-9. The level of effort indicated in this form must support the proposed team composition and task assignments indicated in your completed Form TECH-8, the proposed work and delivery schedule indicated in your completed Form TECH-10, and the approach, methodology, and work plan you describe in your completed Form TECH-6. These will be evaluated for the extent to which they collectively describe a credible approach for effectively and efficiently satisfying the requirements described in the Terms of Reference.
ITC 3.4	Training is not a specific component of this assignment.

ITC 3.6	Per diem and in-country travel will be included in the total price in form FIN-2.
ITC 3.8	Consultants must submit Financial Proposals in USD or Namibia Dollars at the discretion of the Consultant. No other currency or combination of currencies is allowed.
ITC 4.2	Written Power of Attorney is required
ITC 4.3	A Consultant must submit one (1) original and four (4) copies of the Technical Proposal and one (1) original and one (1) copy of the Financial Proposal in the language(s) specified in PDS ITC 3.1. The Technical Proposal envelope shall also contain a CD with a soft copy of the Technical proposal. DO NOT INCLUDE A SOFT COPY OF THE FINANCIAL PROPOSAL!
ITC 4.4	The address for the submission of Proposals is: The Procurement Director MCA Namibia 3rd Floor, Atlas House Room 10 117 Sam Nujoma Drive, Windhoek, Namibia
ITC 4.5	Proposals must be submitted no later than 13h00 (local time in Namibia) on 24 June 2011.
ITC 4.6	Technical Proposals will be opened publicly on 24 June 2011 at 14h00 in suite 16 of the MCA-Namibia Offices, Atlas Building, 117 Sam Nujoma Drive, Windhoek, Namibia.
ITC 5.2	The minimum technical score <i>St</i> required to pass is 75 points out of 100 possible points.
ITC 5.6	The single currency for price conversions is Namibia Dollar (N\$) for the purposes of evaluation. The source of official selling rates for evaluation purposes is: Bank of Namibia. The date of the exchange rate for evaluation purposes is the date seven (7) days prior to the deadline for submission of the Proposal.
ITC 5.12	The criteria for post-qualification requirements are: Verification of information provided on Tech Forms 2, 4 and 5.
ITC 6.1	The expected date for Contract negotiations is 14 days after the opening of the Financial Proposals and will be held at the MCA Namibia Boardroom on 6th Floor.
ITC 7.2	The date for commencement of the Services is the effective date of the Contract and the location is as outlined in the TOR.

Section 3 Qualification and Evaluation Criteria

3.1 Legal Status

The Consultant shall attach to form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture.

3.2 Financial Criteria

The Consultant shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this Contract, as indicated in Form TECH-2.

3.3 Litigation Criteria.

The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the Proposal.

3.4 Evaluation criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	Points
	1. Organizational Capability and Experience of the Consultant	
	In accordance with the MCC Program Procurement Guidelines, the Consultant's past performance on MCC-funded contracts will be considered as a criterion in MCA Namibia's evaluation of the Consultant's Technical Proposal. MCA Namibia reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.	
	Organisational Capability: evidence of bidder's ability to provide home-office technical and administrative support to the project team and capacity to field experienced replacement personnel at short notice.	4
	Construction Sector Experience: evidence of successful performance of consulting assignments of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed provided in Form TECH-4. The evidence must include successful experience as the prime consultant in the execution of at least 2 projects of a similar nature and complexity during the last 5 years.	4
	Context-specific Experience: evidence of successful performance of projects of similar nature in within the SADC region	2
	Total Points for this criterion <i>* The minimum score required to pass this criterion is 5 (50%).</i>	10

2. Approach, Methodology and Work Plan		
	Proposed Approach and Methodology: extent to which the proposal provides a clear and logical approach and methodology, which is appropriate for the performance of the complete range of tasks described in the Terms of Reference (TOR), as well as the extent to which the consultant's proposed use of materials, finishes and technologies, as well as the concept site layout and concept layouts of the style and character of structures will suit the specific park environment and address the ESIA requirements. <i>* The minimum technical score required to pass this sub-criterion is 24 (80%).</i>	30
	Proposed work plan: extent to which the proposal provides a clear and logical work plan, which is appropriate for the performance of the complete range of tasks described in the TOR	10
	Proposed Project Organization and Staffing: extent to which the Proposal provides a clear, logical and appropriate staffing pattern and time allocations with responsibilities among different staff positions, which are adequately defined	15
	Total Points for this criterion	55
3. Key Professional Personnel Qualifications for the Assignment		
	Team Leader: extent to which the qualification and experience of the proposed candidate fulfils the requirements towards this position stated in the TOR	14
	Architect: extent to which the qualification and experience of the proposed candidate fulfils the requirements towards this position stated in the TOR	7
	Civil/Structural Engineer: extent to which the qualification and experience of the proposed candidate fulfils the requirements towards this position stated in the TOR	7
	Environmental Expert: extent to which the qualification and experience of the proposed candidate fulfils the requirements towards this position stated in the TOR	7
	Total Points for this criterion	35
	Total Points for the three (3) Criteria	100
	The minimum overall technical score St required to pass is:	75
ITC 5.10	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration. The weights given to the Technical and Financial Proposals are: T = 60% and F = 40%	

Section 4 A: Technical Proposal Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5	References of the Consultant
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work and Deliverables Schedule
TECH-11	Curriculum Vitae (CV) of Proposed Key Professional Personnel

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.

Form TECH-1. Technical Proposal Submission Form

[Location, Date]

Mr. Johann Botha

Procurement Director-MCA

Dear Sir,

Re: [insert title of assignment]

RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

[Insert a list with full name and address of each Associated Consultant].¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

We understand you are not bound to accept any Proposal that you may receive.

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

¹ [Delete in case no association is foreseen.]

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).
4. Government-Owned Enterprise Certification Form (form attached hereto)

Annexure 4

Government-Owned Enterprise Certification Form

Government-Owned Enterprises are not eligible to compete for MCC-funded contracts. Accordingly, GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be prequalified or shortlisted for any MCC-funded contract anticipated to be procured through these means.

This prohibition does not apply to Government-owned Force Account units owned by the Government of the Republic of Namibia, or Government-owned educational institutions and research centers, or any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of the Rules. The full policy is available for your review on the Compact Procurement Guidelines page at the MCC Website (www.mcc.gov). As part of the eligibility verification for this procurement, **please fill in the form below to indicate the status of your entity.**

For purposes of this form, the term “Government” means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or subnational).



CERTIFICATION

Full Legal Name of Bidder:

Full Legal Name of Bidder in Language and Script of Country of Formation (if different from above):

Address of Principal Place of Business or Chief Executive Office of Bidder:

Full Name of Three (3) Highest Ranking Officials of Bidder (for any Bidder that is an entity):

Full Legal Name(s) of Parent Entity or Entities of Bidder (if applicable; if Bidder has no parent, please so state):

Full Legal Name(s) of Parent Entity or Entities of Bidder in Language and Script of Country of Formation (if applicable and if different from above):

Address(es) of Principal Place of Business or Chief Executive Office of Parent Entity or Entities of Bidder (if applicable):

1) Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)?
Yes No

2) If your answer to question 1 was yes, are you a Government-owned:

a. Force Account unit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b. Educational institution	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c. Research center	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d. Statistical entity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
e. Mapping entity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
f. Other technical entities not formed primarily for a commercial or business purpose	Yes <input type="checkbox"/>	No <input type="checkbox"/>

3) Regardless of how you answered question 1, please answer the following:

a. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government? Yes No
If yes, describe:

b. Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or

services or otherwise influence your business decisions?

Yes No

If yes, describe:

- c. Does a Government have the ability to direct or decide any of the following with respect to you:
- i. any reorganization, merger, or dissolution of you or the formation or acquisition of any subsidiary or other affiliate by you
Yes No
 - ii. any sale, lease, mortgage, pledge, or other transfer of any of your principal assets, whether tangible or intangible and whether or not in the ordinary course of business
Yes No
 - iii. the closing, relocation, or substantial alteration of the production, operational, or other material activities of your business
Yes No
 - iv. your execution, termination, or non-fulfillment of material contracts
Yes No
 - v. the appointment or dismissal of your managers, directors, officers or senior personnel or otherwise participate in the management or control of your business
Yes No

4) Have you ever been Government-owned or controlled? Yes No

5) If your answer to question 4 was yes, please answer the following questions

- a. How long were you Government-owned? _____
- b. When were you privatized? _____
- c. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government? Yes No

If yes, describe:

- d. Even though not majority or controlling, does a Government continue to hold any ownership interest or decision making authority in you or your affairs?
Yes No

If yes, describe:

- e. Do you send any funds to a Government other than taxes and fees in the ordinary course of your business in percentages and amounts equivalent to other non-Government-owned enterprises in your country that are engaged in the same sector or industry? Yes No

If yes, describe:

Participants are advised that:

1. Prior to announcing the winning bidder or consultant or any list of pre-qualified bidders or shortlisted consultants for this procurement, MCA-Namibia will verify the eligibility of such bidder(s) or consultant(s) with MCC. MCC will maintain a database (internally, through subscription services, or both) of known GOEs and each winning or pre-qualified bidder and winning or shortlisted consultant subject to this provision will be compared against the database and subject to such further due diligence as MCC may determine necessary under the circumstances.
2. Any misrepresentation by any entity submitting a bid or proposal for this procurement may be deemed a “fraudulent practice” for purposes of the Rules and any other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.
3. Any entity that is determined by MCC to have organized itself, subcontracted any part of its MCC-funded contract, or otherwise associated itself with any other entity for the purpose of, or with the actual or potential effect of, avoiding or otherwise subverting the provisions of the Rules may be deemed to be a GOE for all purposes of those Rules.
4. Any credible accusation that any entity submitting a bid or proposal for this procurement is a GOE ineligible to submit a bid or proposal in accordance with the Rules will be subject to review in a bid challenge in accordance with those Rules and MCA-Namibia’s Bid Challenge System.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed a “fraudulent practice” for purposes of the Rules and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

Form TECH-2. Financial Capacity of the Consultant

[The Consultant’s financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following:

- 1) audited financial statements for the last three (3) years, supported by audit letters,
- 2) certified financial statements for the last three (3) years, supported by tax returns, or
- 3) a copy of the Consultant’s Dun & Bradstreet “Business Information Report” (BIR).

The Dun & Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant:

“I certify that the attached Business Information Report has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge”

The statement must be signed by the authorized representative of the Consultant.

If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements or Dun & Bradstreet BIRs. The reports should be submitted in the order of the associate’s significance in the joint venture, greatest to least.

Additionally, the following financial data form shall be filled out for the Consultant and all named associates. MCA Namibia reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]

Financial Information (US\$ X,000’s)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000’s)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			

(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

[Provide information on current or past litigation or arbitration over the last five (5) years as shown in the form below.]²

Litigation or arbitration in the last five (5) years: No: _____ Yes: _____ (See below)

Litigation and Arbitration During Last Five (5) Years		
Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent

² This information will be required only if the value of the procurement is over 8 million USD

Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice. Further, the Consultant must nominate a home-office project director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-11).

Maximum 10 pages, not counting the CV of home-office project director]

Form TECH-4. Experience of the Consultant

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

Maximum 20 pages]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Name of Firm: _____

Form TECH-5. References of the Consultant

[Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) Confirm the quality of the work experience listed in Form TECH-4.

References details must include the following:

- (a) Name of the firm
- (b) Name of Contact and Position
- (c) Physical Address
- (d) Telephone
- (e) Fax
- (f) Email

MCA Namibia reserves the right to contact other sources as well as to check references and past performance.³

[Maximum 3 pages]

³ The formal mechanism for reporting and sharing past performance information on all MCC-funded projects is detailed in the guidance paper entitled "[Reporting and Considering Past Performance by Contractors in The MCA Entity Program Procurements](#)" and can be found at www.mcc.gov.

Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment

In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (c) Organization and Staffing

(a) Technical Approach and Methodology.

In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Specifically the Consultant will address the following issues as part of their Proposed Approach and Methodology:

- a) Visual and sustainable architecture;
- b) Proposed town planning of new villages at Ombika and Galton Gates;
- c) Waste (solid and liquid) and water management; and
- d) Incorporation of the above and other design and construction factors within parks and protected area settings.

In support of the above the Consultant will adequately reflect these requirements in its Proposed Approach and Methodology. The Consultant will also give an indication of proposed materials, finishes and technologies proposed to be used as well as a concept site layout and concept layouts of the style and character of structures and an 'artists impression' perspective.

(b) Work Plan.

In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by MCA Namibia), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10.

(c) Organization and Staffing.

In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Maximum 50 pages, including charts, drawings and diagrams

Form TECH-7. Comments and Suggestions

These comments shall not be used for evaluation purposes, but may be discussed during negotiations. MCA Namibia is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. **Disclosure of any prices in this form shall be reason for rejection of the Proposal.**

[Maximum 5 pages]

A: On the Terms of Reference

Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).

B: On the Counterpart Staff and Facilities

Comment here on the counterpart staff and facilities to be provided by MCA Namibia.

Form TECH-8. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-9. Staffing Schedule (Complete for each year)

		Staff input (in the form of a bar chart) ¹												Total staff-month input ²			
			1	2	3	4	5	6	7	8	9	10	11	12	Home	Field ³	Total
Foreign																	
1	[Home]																
	[Field]																
2	[Home]																
	[Field]																
3	[Home]																
	[Field]																
n	[Home]																
	[Field]																
										Subtotal							
Local																	
1	[Home]																
	[Field]																
n	[Home]																
	[Field]																
										Subtotal							
										Total							

1. For Key Professional Personnel the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each Personnel indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Form TECH-10. Work and Deliverables Schedule (Complete for total period)

	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
5													
5													
N	And so on												
	Deliverable												
1													
2													
3													
N	And so on												

Indicate all main activities of the assignment, including deliverables and other milestones, such as MCA Namibia approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase, broken down at a minimum by Phases 1 through 3 and Tasks 1 through 7 within Phase 1. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.

Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position [only one candidate shall be nominated for each position]
2. Name of Firm [Insert name of firm proposing the staff]
3. Name of Personnel [Insert full name]
4. Date of Birth [Insert birth date] Nationality [Insert nationality]
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].
6. Membership in Professional Associations
7. Other Training [Indicate appropriate postgraduate and other training]
8. Countries of Work Experience [List countries where staff has worked in the last ten years]
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
Language Speaking Reading Writing
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]
From [year]: To [year]:
Employer:
Position(s) held:
11. Detailed Tasks Assigned [List all tasks to be performed under this assignment]
12. Work undertaken that best illustrates capability to handle the tasks assigned:
[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project:
Year:

Location:

Client:

Main project features:

Position held:

Activities performed:

13. References:

List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information. MCA Namibia reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the [Consultant] in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.

Signature of Key Professional Personnel

If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

"In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP."

Signature of Authorized Representative of
the Consultant

Day / month/ year

Section 4 B. Financial Proposal Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 3.6 of Section 1: Instructions to Consultants.

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

Mr. Johann Botha

Procurement Director-MCA

Dear Sir:

Re: [insert title of assignment]

RFP Ref: insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of [Insert amount(s)]⁴ in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 1.13 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:⁵

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

⁴ Amount must coincide with the ones indicated under total price of Form FIN-2.

⁵ If applicable, replace this paragraph with "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution".

Form FIN-2. Price Summary

Re: [insert title of assignment]

RFP Ref: insert reference as shown on cover page]

	Price ^{1, 2, 3, 4}	
	US\$	N\$
Total Price of Financial Proposal Excluding VAT		
15% VAT Payable in Namibia		
Total Price of Financial Proposal Including VAT		

1. Indicate the total price to be paid by MCA Namibia in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section 5: Contract Forms.)
2. If the RFP contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits).
4. See PDS 3.6 regarding travel-related expenses.

Form FIN-3. Breakdown of Price by Activity

Re: [insert title of assignment]

RFP Ref: insert reference as shown on cover page]

Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by MCA Namibia and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase¹.

Group of Activities by Phase and Tasks ²	Description ³	
	Price ⁴	
	US\$	N\$
Total		

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.
2. Names of activities (Phases 1-3 and Tasks 1 through 7 for Phase 1) should be the same as, or correspond to the ones indicated in the second column of Form TECH-10. Additionally, the Terms of Reference call for identification and definition of certain elements in Form TECH-6. Discretely identify each of these on this Form FIN-3 and label them so as to clearly associate them with the applicable Phase and Task.
3. A short description of the activities whose price breakdown is provided in this Form.
4. Provide **fully loaded prices excluding VAT** (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses.

Form FIN-4. Breakdown of Remuneration

Re: [insert title of assignment]

RFP Ref: insert reference as shown on cover page]

Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by MCA Namibia.

Name ¹	Position ^{2,3}		Person-Month Fully Loaded Rate ⁴	
			US\$	N\$
Foreign Staff		Home		
		Field		
		Home		
		Field		
		Home		
			Field	
Local Staff		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

1. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH- 8 and 9.
2. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
4. Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit, excluding VAT).
5. See PDS 3.6 regarding travel-related expenses.

Section 5 Contract Forms

Contract No:

Contract for Consultant's Services

Lump-Sum

For the provision of

[Describe Consulting Services]

between

**[Full Legal Name of MCA Namibia]
[Country]**

and

[name of Consultant]

Dated:

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I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between Millennium Challenge Account Namibia (“MCA Namibia”), on the one part, and **[full legal name of Consultant]** (the “Consultant”), on the other part.

[Note: If the Consultant consists of more than one entity, the following should be used]

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between Millennium Challenge Account Namibia (“MCA Namibia”), on the one part, and **[full legal name of lead Consultant]** (the “Consultant”) in **[joint venture / consortium / association]** with **[list names of each joint venture entity]**, on the other part, each of which will be jointly and severally liable to MCA Namibia for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

RECITALS

WHEREAS,

- (h) The United States of America through the Millennium Challenge Corporation (“**MCC**”) and the Republic of Namibia (the “**Government**” or “**GRN**”) through the National Planning Commission (“**NPC**”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Namibia (the “**Compact**”) in the amount of approximately \$304,477,816 USD (“**MCC Funding**”). Millennium Challenge Account–Namibia, an organizational unit established within NPC by the Government on March 18, 2008 pursuant to Cabinet Decision Number 5th/18.03.08/004 (“**MCA- Namibia**”), has been designated to oversee implementation of the Compact, and intends to apply a portion of the MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and MCA Namibia shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (i) MCA Namibia has requested the Consultant to provide certain consulting services as described in Appendix A to this Contract; and
- (j) The Consultant, having represented to MCA Namibia that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. In consideration of the payments to be made by MCA Namibia to the Consultant as set forth in this Contract, the Consultant hereby covenants with MCA Namibia to perform the Services in conformity in all respects with the provisions of this Contract.
2. Subject to the terms of this Contract, MCA Namibia hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Namibia as of the day, month and year first indicated above.

For Millennium Challenge Account Namibia: For **[full legal name of the Consultant]**:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant
[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Namibia, as they may be issued and in force from time to time.
- (b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract.
- (c) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of MCA Namibia, designed to establish prices at artificial, non competitive levels or to otherwise deprive MCA Namibia of the benefits of free and open competition.
- (d) “Compact” has the meaning given the term in the recital clauses to this Contract.
- (e) “Consultant” has the meaning given the term in the initial paragraph to this Contract.
- (f) “Contract” means this agreement entered into between MCA Namibia and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Appendices (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6.
- (h) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including MCA Namibia and MCC staff and employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in Namibia.
- (i) “Effective Date” has the meaning given the term in GCC Clause

2.2.

- (j) "Force Majeure" has the meaning given the term in GCC Clause 2.5.
- (k) "fraudulent practice" means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation.
- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" has the meaning given the term in the recital clauses to this Contract.
- (n) "Key Professional Personnel" means the Personnel listed in Appendix C to this Contract.
- (o) "Local Currency" means Namibian Dollar "NAM".
- (p) "MCA Namibia" has the meaning given the term in the initial paragraph to this Contract.
- (q) "MCC" has the meaning given the term in the recital clauses to this Contract.
- (r) "Member" means any of the entities that make up a joint venture or other association; and "Members" means all these entities.
- (s) "obstructive practice" means
 - (i) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
 - (ii) acts intended to impede the exercise of the inspection and audit rights of MCC provided under the Compact and related agreements.
- (t) "Party" means MCA Namibia or the Consultant, as the case may be, and "Parties" means both of them.
- (u) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof.
- (v) "prohibited practice" means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions) of Appendix G to this Contract.
- (w) "SCC" means the Special Conditions of Contract by which the

GCC may be amended or supplemented.

- (x) "Services" means the activities to be performed by the Consultant pursuant to this Contract, as described in Appendix A to this Contract.
- (y) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (z) "Substantial Modifications" means modifications which:
 - (i) increase the value of the Contract; or
 - (ii) change the scope of Services or duration of the Contract by more than ten percent (10%).
- (aa) "Tax" and "Taxes" have the meanings given the terms in the Compact or related agreement.
- (bb) "Tax Agreement" shall mean the Tax Agreement, dated as of December 9, 2008 and entered into between the Government of the Republic of Namibia and the Government of the United States of America, acting through MCC, together with any other agreements or instruments entered into or issued by one or more of the Parties in connection with the implementation of Section 2.8 of the Compact.
- (cc) "US Dollars" means the currency of the United States of America.

1.2 Relationship Between the Parties

Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between MCA Namibia and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in language(s) specified in the SCC. If the Contract is executed in both English and other languages, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Interpretation

Unless otherwise indicated, throughout this Contract:

- (a) "confirmation" means confirmation in writing;
- (dd) "in writing" means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
- (ee) except where the context requires otherwise, words

indicating the singular also include the plural and words indicating the plural also include the singular;

(ff) the feminine means the masculine and vice versa; and

(gg) the headings are for reference only and shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC, or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.

1.6.2 A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC.

1.7 Location

1.7.1 The Services shall be performed at such locations as are specified in Appendix A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in Namibia or elsewhere, as MCA Namibia may approve.

1.8 Authority of Member in Charge

1.8.1 In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations toward MCA Namibia under this Contract, including without limitation the receiving of instructions and payments from MCA Namibia.

1.9 Authorized Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by MCA Namibia or the Consultant may be taken or executed by the officials specified in the SCC.

1.10 Taxes and Duties

(a) The Fees (as defined in Section 2.2 below) for the Services and any other payments to the Consultant, the Sub-Consultants, and their respective Personnel provided hereunder and as set forth in the SCC section referring to GCC 6.1 shall be free from the payment of Taxes only to the extent permitted and as set forth in Section 2.8 of the Compact and the Tax Agreement. The Consultant, the Sub-Consultants, and their respective Personnel shall be responsible and shall pay all

applicable Taxes levied under Namibian law not exempted pursuant to the Compact or Tax Agreement. If the Consultant or any of its Sub-Consultant or employees are required to pay any Taxes in contravention of Section 2.8 of the Compact or the Tax Agreement, such person shall promptly pay such Taxes as imposed and the Consultant shall promptly notify MCA-Namibia (or such agent or representative designated by MCA-Namibia) of any such Taxes paid. The Consultant shall cooperate with MCA-Namibia or its agents and representatives in seeking the prompt and proper reimbursement of such Taxes. For the avoidance of doubt, (i) the Consultant, the Sub-Consultants, and their respective Personnel will be subject to applicable Namibian law regarding the following Taxes (collectively, the "Non-Exempt Taxes"), and are not exempt from such Taxes pursuant to the provisions of the Compact: income and profit taxes (including individual and corporate), transfer duty taxes, stamp duty taxes, fuel levies, motor vehicle taxes and rates and taxes; and (ii) in the case of value-added Taxes, each of the Consultant and the Sub-Consultants, who is registered in Namibia as a payer of value-added Taxes (A) may invoice MCA-Namibia for value-added Taxes associated with performing the Services and (B) may receive tax exemption from import customs and value-added Taxes on supplies, goods and services imported for the performance of the Services if such supplies, goods or services are consigned to MCA-Namibia.

- (b) The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of Namibia in importing property into Namibia.
- (c) If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw but dispose of any property in Namibia upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to MCA Namibia if such customs duties and Taxes were paid by MCA Namibia at the time the property in question was brought into Namibia.
- (d) Without prejudice to the rights of the Consultant under this

clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by MCA Namibia or the Government with respect to the determination of the Tax status described in this GCC Clause 1.10.

- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify MCA Namibia (or such agent or representative designated by MCA Namibia) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by MCA Namibia, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) MCA Namibia shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If MCA Namibia fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Clause 2.7.2(d).

1.11 Fraud and
Corruption
Requirements

1.11.1 MCC requires that MCA Namibia and any other beneficiaries of MCC funding, including any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

Measures to
be Taken

1.11.2 MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of MCA Namibia, the Consultant or any other beneficiary of the MCC Funding were engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices during the selection process or the execution of this Contract, without MCA Namibia, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

1.11.3 MCC and MCA Namibia may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices in competing for, or in executing, this Contract or another MCC-funded contract.

1.11.4 MCA Namibia may terminate (and MCC may cause MCA Namibia to terminate) this Contract in accordance with the terms of GCC Clause 2.7.1(d) if it determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance of, this Contract or another MCC-funded contract.

1.12 Commissions and Fees The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

1.13 Entire Agreement This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Contract Entry into Force This Contract shall come into full force, and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be stated in the SCC.

2.2 Effective Date and Commencement of Services The Consultant shall commence the Services on the date specified in the SCC, which shall be defined as the "Effective Date."

2.3 Expiration of Contract Unless terminated earlier pursuant to GCC Sub-Clause 2.7, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

2.4 Modifications or Variations 2.4.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.4.2 In cases of Substantial Modifications, the prior written consent of MCC is required.

2.5 Force Majeure

Definition

2.5.1 For the purposes of this Contract, "Force Majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

2.5.2 The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.

Measures to be Taken

2.5.3 Subject to GCC Sub-Clause 2.5.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.

2.5.4 A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.5.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force

Majeure.

2.5.6 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by MCA Namibia, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by MCA Namibia to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and necessarily incurred as part of such reactivation; or

(g) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

2.5.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 8.

2.6 Suspension

MCA Namibia may, by giving thirty (30) days' written notice to the Consultant, suspend all payments to the Consultant under this Contract if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination

By MCA Namibia

2.7.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, MCA Namibia may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this GCC Sub-Clause 2.7.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Clause 2.7.1, MCA Namibia may suspend this Contract.

(a) If the Consultant, in the judgment of MCA Namibia or MCC, fails to perform its obligations relating to the use of funds set out in Appendix G. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any

and all funds so misused within a maximum of thirty (30) days after termination.

- (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Clause 2.7.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by MCA Namibia. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by MCA Namibia) or on such later date as may be specified by MCA Namibia.
- (c) If the Consultant (or any Member or Sub-Contractor) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by MCA Namibia in such notice of termination.
- (d) If the Consultant (or any Member or Sub-Contractor), in the judgment of MCA Namibia has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If, as the result of and event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by MCA Namibia.
- (f) If MCA Namibia, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by MCA Namibia.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by MCA Namibia.
- (h) If the Compact expires, is suspended or terminates in whole

or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to MCA Namibia during the period of the suspension.

- (i) If suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to MCA Namibia during the period of the suspension.

By the Consultant

2.7.2 The Consultant may terminate this Contract, upon written notice to MCA Namibia in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Clause 2.7.2.

- (a) If MCA Namibia fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by MCA Namibia to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If MCA Namibia fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to MCA Namibia that such reimbursement is due and

owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.

- (e) If this Contract is suspended in accordance with GCC Clauses 2.7.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Clauses 2.7.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

Payment upon Termination

2.7.3 Upon termination of this Contract pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, MCA Namibia shall make, or cause to be made, the following payments to the Consultant:

- (a) payment pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-Clause 2.7.1, reimbursement of any reasonable cost (as determined by MCA Namibia or MCC) incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-Clauses 2.7.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of Termination

2.7.4 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 2.7.1 or paragraphs (a) through (d) of GCC Sub-Clause 2.7.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.8 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Sub-Clause 2.7, or upon expiration of this Contract pursuant to GCC Sub-Clause 2.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Sub-Clause 3.3, (c) the

Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Sub-Clauses 3.7 and 3.8 and Appendix G and (d) any right or obligation which a Party may have under the Applicable Law.

2.9 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by MCA Namibia, the Consultant shall proceed as provided, respectively, by GCC Sub-Clauses 3.4 or 3.12.

3. Obligations of the Consultant

3.1 General

Standard of Performance

3.1.1 The Consultant shall perform the Services and carry out its obligations under this Contract with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to MCA Namibia, and shall at all times support and safeguard MCA Namibia's legitimate interests in any dealings with Sub-Consultants or third parties.

Law Governing Services

3.1.2 The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 The Consultant shall hold MCA Namibia's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

3.2.2 The payment of the Consultant pursuant to GCC Clause 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Sub-Clause 3.2.3, the

Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

3.2.3 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising MCA Namibia on the procurement of goods, works or services, the Consultant shall comply with the "MCA-Namibia Program Procurement Rules" from time to time in effect as posted on the MCC website at www.mcc.gov and shall at all times exercise such responsibility in the best interest of MCA Namibia. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of MCA Namibia.

Consultant and
Affiliates
Not to Engage
in Certain Activities

3.2.4 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.

Prohibition of
Conflicting
Activities

3.2.5 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidential
Information;
Rights of Use

Confidential
Information

3.3.1 Except with the prior written consent of MCA Namibia, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.

Rights of Use

3.3.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the

previous written consent of MCA Namibia, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of MCA Namibia in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.3.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of MCA Namibia, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.

3.3.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of MCA Namibia and shall be returned (including, except as provided in GCC Sub-Clause 3.4, all the copies) to MCA Namibia on completion of the Consultant's performance under this Contract.

3.4 Documents
Prepared by the
Consultant to be
the Property of
MCA Namibia

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of MCA Namibia, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to MCA Namibia, together with a detailed inventory thereof in accordance with this GCC Sub-Clause 3.4 and Sub-Clause 3.3.4. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of MCA Namibia. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain MCA Namibia's prior written approval to such agreements, and MCA Namibia shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.5 Liability of the
Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be provided by the Applicable Law.

- 3.6 Insurance to be taken out by the Consultant
- The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by MCA Namibia, insurance against the risks, and for the coverage specified in the SCC and in Appendix G, and (b) at MCA Namibia's request, shall provide evidence to MCA Namibia showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.7 Accounting, Inspection and Auditing
- The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Appendix G and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the basis thereof, together with a detailed inventory thereof.
- 3.8 Reporting Obligations
- The Consultant shall maintain such books and records and submit to MCA Namibia the reports, documents and other information specified in Appendices B and G, in the form, in the numbers and within the time periods set forth in such Appendices. The Consultant shall submit to MCA Namibia such other reports, documents and information as may be requested by MCA Namibia from time to time. Final reports shall be delivered in an electronic form specified by MCA Namibia in addition to the hard copies specified in Appendices B and G. The Consultant consents to MCA Namibia's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government.
- 3.9 Consultant's Actions Requiring MCA Namibia's Prior Approval
- In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 2.4, the Consultant shall obtain MCA Namibia's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in Appendix C;
 - (b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and
 - (c) any other action that may be specified in the SCC.
- 3.10 Obligations with Respect to Subcontracts
- Notwithstanding MCA Namibia's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 3.9, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by MCA Namibia to be incompetent or incapable in discharging assigned duties,

MCA Namibia may require that the Consultant provide a replacement, with qualifications and experience acceptable to MCA Namibia, or to resume the performance of the Services itself.

- 3.11 Use of Funds The Consultant shall ensure that its activities do not violate provisions relating to use of funds and environmental guidelines, as set out in Appendix G.
- 3.12 Equipment, Vehicles and Materials Furnished by MCA Namibia Equipment, vehicles and materials made available to the Consultant by MCA Namibia, or purchased by the Consultant wholly or partly with funds provided by MCA Namibia, shall be the property of MCA Namibia and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to MCA Namibia an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with MCA Namibia's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by MCA Namibia in writing, shall insure them in an amount equal to their full replacement value plus fifteen percent (15%).
- 3.13 Equipment and Materials Provided by the Consultant Equipment, vehicles or materials brought into Namibia by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by MCA Namibia, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.

4. Consultant's Personnel and Sub-Consultants

- 4.1 General The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2 Description and Approval of Personnel; Adjustments; Approval of Additional Work
- 4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Appendix C. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by MCA Namibia.
- 4.2.2 GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to MCA Namibia for review and approval a copy of their Curricula Vitae (CVs).

- 4.2.3 Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of MCA Namibia only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC, the Consultant shall provide written notice to MCA Namibia of any such adjustments. Any other adjustments shall only be made with MCA Namibia's prior written approval.
- 4.2.4 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be increased by agreement in writing between MCA Namibia and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Clauses 2.4 and 6.4.
- 4.3 Working Hours, Overtime, Leave, etc.
- 4.3.1 Working hours and holidays for Key Professional Personnel are set forth in Appendix C. To account for travel time, foreign Personnel carrying out Services inside Namibia shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from Namibia as is specified in Appendix C.
- 4.3.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C, and except as specified in Appendix C, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 4.4 Removal and/or Replacement of Personnel
- 4.4.1 Except as MCA Namibia may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others,

it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 3.9(a), provide as a replacement a person of equivalent or better qualifications.

4.4.2 If MCA Namibia (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at MCA Namibia's written request specifying the grounds therefore and subject to GCC Sub-Clause 3.9(a), provide as a replacement a person with qualifications and experience acceptable to MCA Namibia.

4.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.5 Resident Project Manager
If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Namibia a resident project manager, acceptable to MCA Namibia, shall take charge of the performance of such Services.

5. Obligations of MCA Namibia

5.1 Assistance and Exemptions
Unless otherwise specified in the SCC, MCA Namibia shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

(d) Exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

(e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into Namibia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 Access to Land

MCA Namibia warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in Namibia in respect of which access is required for the performance of the Services. MCA Namibia will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 1.10. (e) shall be applicable in such a situation.

5.4 Services, Facilities and Property of MCA Namibia

5.4.1 MCA Namibia shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in Appendix F.

5.4.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.

5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, MCA Namibia shall make to the Consultant payments in the manner provided in GCC Clause 6.

5.6 Counterpart

5.6.1 MCA Namibia shall make available to the Consultant free of

Personnel charge such professional and support counterpart personnel, to be nominated by MCA Namibia with the Consultant's advice, if specified in Appendix F.

5.6.2 If counterpart personnel are not provided by MCA Namibia to the Consultant as and when specified in Appendix F, MCA Namibia and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by MCA Namibia to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.

5.6.3 Professional and support counterpart personnel, excluding MCA Namibia's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and MCA Namibia shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

6.1 Contract Price Except as provided in GCC Sub-Clause 6.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price, lump-sum covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clauses 4.2.4, 5.4.2 and 5.6.2) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 2.4 and 6.4.

6.2 Currency of Payment Payments shall be made in US Dollars, or NAM or if justified for sound business reasons and approved by MCA Namibia, a combination of the two currencies.

6.3 Terms, Conditions and Mode of Billing and Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 6.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to MCA Namibia specifying the amount. In all cases, invoices shall be delivered to MCA Namibia no later than 30 days prior to the requested payment date and will not be deemed delivered

until they are in form and substance satisfactory to MCA Namibia. Payments will be made to the Consultant within thirty (30) days of the date of receipt by MCA Namibia of a valid and proper invoice or the date of MCA Namibia's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by MCA Namibia.

- 6.4 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be granted under GCC Sub-Clause 2.4, a breakdown of the Contract Price (lump sum) is provided in Appendices D and E.
- 6.5 Interest on Delayed Payments If MCA Namibia has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-Clause 6.3, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

7. Fairness and Good Faith

- 7.1 Good Faith The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Operation of the Contract The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. Settlement of Disputes

- 8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after the receipt by one Party of the other Party's request for such amicable settlement may be

submitted by either Party for settlement in accordance with the provisions specified in the SCC.

9. Compact Conditionalities

9.1 Required Provisions

For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Appendix G reflect certain obligations of the Government and MCA Namibia under the terms of the Compact and related documents that are also required to be transferred onto any consultant, sub-consultant or associate who partakes in procurements or contracts in which MCC funding is involved and that, as with other clauses of this Contract, the provisions of Appendix G are binding obligations under this Contract.

9.2 Flow Through Provisions

In any sub-contract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Appendix G in any agreement related to such sub-contract or sub-award.

III. Special Conditions of Contract

	Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract										
GCC 1.4	This Contract shall be executed in the English language.										
GCC 1.6.1	<p>The addresses for serving notices under this Contract are: <u>For MCA Namibia:</u></p> <table border="1" style="margin-left: 40px;"> <tr> <td>TO</td> <td>Mr Johann Botha</td> </tr> <tr> <td>TITLE</td> <td>Procurement Director MCA Namibia</td> </tr> <tr> <td>ADDRESS</td> <td>3rd Floor Atlas House Room 13</td> </tr> <tr> <td>TEL:</td> <td>+264 (061) 410 410</td> </tr> <tr> <td>EMAIL</td> <td>jbotha@mcanamibia.org</td> </tr> </table> <p><u>For the Consultant:</u></p>	TO	Mr Johann Botha	TITLE	Procurement Director MCA Namibia	ADDRESS	3 rd Floor Atlas House Room 13	TEL:	+264 (061) 410 410	EMAIL	jbotha@mcanamibia.org
TO	Mr Johann Botha										
TITLE	Procurement Director MCA Namibia										
ADDRESS	3 rd Floor Atlas House Room 13										
TEL:	+264 (061) 410 410										
EMAIL	jbotha@mcanamibia.org										
GCC 1.8	<p>The Member in charge is [insert name of member] <i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 1.9 should be inserted here. If the Consultant consists only of one entity, this SCC 1.8 should be deleted from the SCC.]</i></p>										
GCC 1.9	<p>The Authorized Representatives are: <u>For MCA Namibia:</u> [full legal name of MCA Namibia] [Attention] [Name of MCA Namibia Representative] Address : Email : <u>For the Consultant:</u></p>										
GCC 2.1	This Contract shall enter into force on the date of signing of the Contract by both parties.										

GCC 2.2	The Effective Date shall be [insert date] .
GCC 2.3	The Contract shall expire on [insert date] .
GCC 3.4	[MCA Namibia to state here any further restrictions on the use of documents] <i>[Note: If there are no additional restrictions on the use of documents, this SCC 3.4 should be deleted from the Contract]</i>
GCC 3.5	The Consultant’s liability shall be limited to the Contract Price
GCC 3.6	The risks and the minimum coverage shall be as follows: <ul style="list-style-type: none"> (a) third party motor vehicle liability insurance in respect of motor vehicles operated in Namibia by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert an amount of not less than N\$ 1 Million]; (b) third party liability insurance, with a minimum coverage of [insert an amount of not less than N\$ 1 Million]; (c) professional liability insurance, with a minimum coverage of [insert an amount of not less than the US\$ 2 million or N\$ equivalent]; (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
GCC 3.9	[MCA Namibia to state here any additional actions by the Consultant that require MCA Namibia’s prior approval.] <i>[Note: If there are no additional actions on the part of the Consultant that require MCA Namibia’s prior approval, this SCC 3.9 should be deleted from the Contract]</i>
GCC 4.2.3	Written notification to MCA Namibia of adjustments is required.
GCC 4.5	A resident project manager shall be required for the duration of this Contract.
GCC 5.1	Deleted.
GCC 6.1	The amount of the lump sum fixed price contract is [US Dollars or Namibia Dollars] (the “Contract Price”). Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract as specified in the Terms of Reference
GCC 6.5	The interest rate to be applied in the case of late payments is the Federal Funds

	Rate as stated on the website www.federalreserve.gov/fomc/funds/rate.htm
GCC 8.2	<p style="text-align: center;">Dispute Resolution</p> <p>(a) All disputes, controversies or claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, that cannot be settled amicably by the Parties within thirty (30) days of notification of such dispute, controversy or claim, shall be finally settled by arbitration under the UNCITRAL rules of arbitration by a single arbitrator appointed in accordance with the Rules. The arbitration will be held in Windhoek, Namibia and shall be conducted in English. The arbitration panel shall maintain a written transcript of the proceedings or hearings and render a reasoned written award.</p> <p>(b) Without limiting the terms of Section 4.15, MCC has the right to be an observer or a party to any arbitration proceeding hereunder, in either case at its sole discretion, but does not have the obligation to participate in any arbitration proceeding, in any capacity. Whether or not MCC is an observer or a party to any arbitration hereunder, the Parties shall provide MCC with written transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (i) each such proceeding or hearing or (ii) the date on which any such award is issued. MCC may enforce its rights hereunder in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer or a party to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of Namibia or any other jurisdiction or to the jurisdiction of any arbitral panel.</p> <p>(c) The costs associated with any settlement efforts before arbitration or associated with arbitration shall be allocated between MCA-Namibia and the Consultant as follows: (i) each Party shall be responsible for its own attorneys' fees and expenses, (ii) costs related to translation or interpretation shall be shared equally by the Parties, and (iii) all other costs associated with the arbitration shall be allocated as determined by the arbitration panel.</p>
	<p>5. <u>Costs.</u> Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.</p>
	<p>6. <u>Miscellaneous.</u> In any arbitration proceeding under this Contract:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Namibia;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections</p>

	to or claims of immunity in respect of such enforcement.
	<p>7. <u>MCC Right to Observe.</u> MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.</p>

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

Appendix C - Key Professional Personnel and Sub-Consultants

Note: List under:

- C-1 Titles **[and names, if already available]**, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in **[Country]**, and estimated staff-months for each.
- C-2 Same as C-1 for foreign Key Professional Personnel to be assigned to work outside **[Country]**.
- C-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for local Key Professional Personnel.
- C-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Sub-Clause 4.3 (if applicable)

Appendix D - Breakdown of Contract Price in US Dollars

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - US Dollars portion (from Form FIN-4).

This appendix will exclusively be used for determining remuneration for additional services.

Appendix E - Breakdown of Contract Price in Local Currency

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - Local Currency portion from Form FIN-4

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F - Services and Facilities to be provided by MCA Namibia

Note: List here the services, facilities and counterpart personnel to be made available to the Consultant by MCA Namibia.

Appendix G – Additional Provisions

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the GCC or in the Compact or related agreements.

MCA Namibia is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of MCA Namibia and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and **MCA Namibia** shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA Namibia, MCC or any other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might

otherwise have to the Government, MCA Namibia, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

B. Limitations on the Use or Treatment of MCC Funding

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or United States Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/funding_limitations.pdf.

C. Procurement

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCA-Namibian Procurement Rules. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or MCA Namibia. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at in the MCA-Namibia Procurement Rules, Annex VI of the Compact, and ;

www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf

(all references to Procurement Guidelines shall be replaced by a reference to the MCA-Namibia Procurement Rules).

D. Reports and Information; Access; Audits; Reviews

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to MCA Namibia in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by MCA Namibia from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact, including Section 3.7, that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/

audits_reviews_provisions.pdf.

2. Access; Audits and Reviews. Upon MCC's request, the Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions of the Compact, including Section 3.8, that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with this Contract. A summary of the applicable requirements may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.

E. Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions

1. The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, MCA Namibia, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the "FCPA") or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

2. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council, (iii) on the list maintained on www.epls.gov or (iv) on such other list as MCA Namibia may request from time to time. For purposes of this provision, "material support and resources" includes currency, monetary

instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, MCA Namibia, the Fiscal Agent, or the Bank, as may be applicable. The Consultant shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “Excluded Parties Verification Procedures in MCA Namibia Program Procurements” that can be found on MCC’s website at www.mcc.gov. The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as MCA Namibia or MCC may request from time to time and (B) deliver a report of such periodic monitoring to MCA Namibia with a copy to MCC.

4. Other restrictions on the Consultant shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or MCA Namibia, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

F. Publicity, Information and Marking

1. The Consultant shall cooperate with MCA Namibia and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States, acting through MCC, all in accordance with the MCC Standards for Corporate Marking and Branding, available

on the MCC website at <http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf>; provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC's prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.

2. Upon the termination or expiration of the Compact, the Consultant shall, upon MCC's request, cause the removal of any such markings and any references to MCC in any publicity materials.

G. Insurance

The Consultant shall obtain insurance or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Consultant shall be named as payee on any such insurance. MCA Namibia and, at MCC's request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC's election, such proceeds shall be deposited in an account as designated by MCA Namibia and acceptable to MCC or as otherwise directed by MCC.

H. Conflict of Interest

The Consultant shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Consultant participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Consultant shall ensure that none of its officers, directors, employees, affiliates,

contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Consultant shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of MCA Namibia as provided by MCA Namibia to the Consultant.

I. Inconsistencies

In the event of any conflict between this Contract and the Compact and/or the MCA-Namibia Procurement Rules or Program Implementation Agreement, the term(s) of the Compact and/or the MCA-Namibia Procurement Rules or Program Implementation Agreement shall prevail.

J. Other Provisions

The Consultant shall abide by such other terms or conditions as may be specified by MCA Namibia or MCC in connection with this Contract.

K. Flow-Through Provisions

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

Section 6: Terms of Reference

TERMS OF REFERENCE FOR CONSULTING SERVICES

MCA NAMIBIA: TOURISM PROJECT

INFRASTRUCTURE “EXPANSION AND IMPROVEMENT OF MANAGEMENT CENTRES & STAFF HOUSING IN ETOSHA NATIONAL PARK” WITHIN THE “IMPROVED MANAGEMENT OF ENP ACTIVITY”

SUMMARY

Through its Tourism Project and its ENP Activity, the Millennium Challenge Account Namibia (MCA-N) is supporting the Ministry of Environment and Tourism (MET) with regard to infrastructure improvements in Etosha National Park (ENP) in order to position the ENP and Namibia to be more competitive in the regional ecotourism market. This support is part of MET’s intended rationalization of the management of ENP based on its recent Strategic, Management and Business Plans and will support MET to address its housing infrastructure inadequacy; reduce recurrent costs related to old infrastructure maintenance; improve the geographical deployment of MET human resources and equipment for Park efficient management amongst others. The infrastructure improvements activity will encompass the construction of two management centres in Ombika (southern border) and Galton Gate (western border) and upgrade nearby management centres at Okaukuejo and Otjovasandu respectively as well as construction of two staff villages (staff houses) at the Ombika and Galton gates. These strategic locations for the infrastructure investments have been pre-identified by the MET.

This Term of Reference sets out the background and the requirement of the final design, costing and the supervision for the construction of the Management Centres and Staff Housing in ENP.

BACKGROUND

2.1 The Millennium Challenge Corporation (MCC)

The Millennium Challenge Corporation (MCC) was established in January 2004 as a United States government corporation to implement the Millennium Challenge Account (MCA). MCC’s mission is to reduce poverty by supporting sustainable, transformative economic growth in developing countries, which create and maintain sound policy environments. MCC is designed to support innovative strategies and to ensure accountability for measurable results. For additional information on MCC please visit <http://www.mcc.gov>.

2.2 Namibia’s Millennium Challenge Compact

The MCA-N Compact, providing grant funding for public investments in Education, Tourism and Agriculture (livestock and indigenous natural products), was signed on 28 July 2008 between the

Republic of Namibia and the US Government, acting through the MCC. An amount of US\$304.5 million will be available for development in the target sectors, over and above current Government allocations and assistance from other development partners.

The Goal of Namibia's Millennium Challenge Compact is to reduce poverty through economic growth in the Education, Tourism and Agriculture sectors. To accomplish the Compact Goal of increasing income, the MCA-N Programme aims to achieve the following objectives:

- i) Increase the competence of the Namibian workforce (knowledge, skills and attitude);
and
- ii) Increase the productivity of agricultural and non-agricultural enterprises in rural areas.

The Compact aims to improve the quality of education and training for the underserved populations, and attempts to capitalize on Namibia's comparative advantages to increase the incomes of formerly disadvantaged Namibians, predominantly in the northern areas of the country.

In **Education**, the Programme seeks to bring the quality of the work force closer to the requirements of industry and the labour market at large. This is in line with the aspirations of Vision 2030 and the 3rd National Development Plan's strategic objective for "productive and competitive human resource and institutions"; whose values informed the programming, content and activities of the Education and Training Sector Improvement Programme (ETSIP). The MCA-N Education Project contributes to Education and Training Sector Improvement Programme (ETSIP). It aims to improve the competency and knowledge of young Namibians by supporting new and innovative methods of learning in addition to the more traditional approaches to education and improve physical infrastructure for learning and teaching in schools, regional study and resource centres and Community Based Skills Development Centres.

The **Tourism Project** seeks to assist the Ministry of Environment & Tourism to bring about management changes in the Etosha National Park, the flagship park for tourism in Namibia to make the management of this park more responsive to management challenges facing the park; intensifying the marketing of Namibia as a destination of choice; and bringing conservancies in high potential tourism areas into the mainstream of the tourism business, increasing the financial and in-kind benefits to rural conservancy members. This is the first time in MCC history that a country programme includes tourism, acknowledging the sector's tremendous poverty alleviating potential in conservancy areas. The ENP will serve as a model for increased participation by the adjacent conservancies. The MCA-N Tourism Project will facilitate access to the Park for the conservancies around it through exclusive access concessions, to be awarded through the 2007 Concession Policy.

The **Agriculture Project** comprises three main activities in livestock, land access and management and indigenous natural products. The **Livestock Support Activity** seeks to bring the marketing opportunities for farmers who live north of the Veterinary Cordon Fence closer to the opportunities farmers enjoy south of the Fence. The focus will be on improving veterinary services aimed at obtaining animal disease-free status for the Northern Communal Areas (NCA) in order to gain access to international markets. The accompanying public investment in rangeland management will improve access to grazing and farming practices. The overall objective is to increase the farmers'

cash income derived from large livestock and small stock farming in the NCA. Through the **Land Access and Management Activity** the Communal Land Boards, traditional authorities and other key stakeholders will be empowered to better manage the available resources. Increasing direct participation of the primary producers in the processes of value addition to raw, natural products such as Marula, Kalahari Melon Seed, Hoodia, Devil's claw and Ximenia is the key objective of the **Indigenous Natural Products Activity**. The value chain approach that the MCA-N Programme has adopted will ensure that the activities are responsive to the fast-changing market realities for natural products. At present, most of the revenue from selling products made of these valuable commodities is generated outside Namibia. The MCA-N Programme will facilitate an increased participation by the primary producers in the final processing, packaging and marketing of these products.

Visit <http://www.mcanamibia.org> for the detailed Project Descriptions.

2.3 The MCA-N Management Structure

MCA-N is the accountable entity, responsible for the overall management of the Compact's implementation. MCA-N is a legal entity within the National Planning Commission (Office of the President) comprised of a Board and a Programme Management Unit. The MCA-N Board provides oversight and strategic guidance and is ultimately responsible for the Programme's success. The MCA-N Management Unit is responsible for the implementation of the Compact, including programme management, financial management and reporting, and coordination of monitoring and evaluation. The Programme is legally governed by the Compact and its supplemental agreements. For additional information please visit <http://www.mcanamibia.org>.

2.4 The Tourism Project

The MCA-N Programme will support three priority activities in the tourism sector:

1. Improve management and infrastructure of ENP –

With MCC funding, management centres and staff housing will be constructed in ENP, road maintenance and game translocation equipment purchased and technical assistance provided towards policy and management reforms.

2. Enhance the marketing of Namibia tourism –

Opening up new markets through destination marketing in North America, increasing the coverage of the work of NTB through an extensive innovation of its website and the mainstreaming of conservancy-based tourism establishments and activities through domestic route marketing will be the focus of this Activity.

3. Develop the capacity of communal conservancies to attract investments in ecotourism and capture a greater share of the revenue generated by tourism in Namibia –

Providing technical and business support to selected conservancies and access to grant funding to conservancies in joint venture (JV) business partnerships for conservancy-based tourism activities assist in mainstreaming conservancy-based tourism.

Together, these activities will generate income and create employment opportunities for some of the less fortunate communities in Namibia, while conserving the natural resources that serve as the foundation of the tourism industry.

2.5 The Etosha National Park Sub-Activity: Improve management and infrastructure of ENP

Through the ENP Activity, MCA-N is supporting MET with regard to infrastructure improvements in ENP in order to position the ENP and Namibia to be more competitive in the regional ecotourism market. This will be done through the construction of two management centres in Ombika (southern border) and Galton Gate (western border) and upgrade nearby management centres at Okaukuejo and Otjovasandu respectively as well as construction of two staff villages (staff houses) at the Ombika and Galton gates. These strategic areas for the infrastructure investments have been already pre-identified by MET and specific locations and sites for infrastructure identified through a detailed ESIA study.

Currently, the housing infrastructure at ENP is inadequate both in terms of quantity and quality, resulting in non-conducive living conditions which hinder the ability to attract and retain talented senior staff to manage the Park given the remoteness of the Park.

This investment in infrastructure activity is part of MET's intended rationalization of the management of the Park based on its recent Strategic, Management and Business Plans and will therefore support MET to:

- Reduce re-current costs to sustain old structures and allow for pro-active management and investment in new infrastructure;
- Improve the geographical deployment of human resources and equipment thereby improving management efficiency and response time to threats such as poaching as well as enabling Park staff to better support regional tourism development;
- Improve living conditions for staff to facilitate Park management's ability to enforce and staff's willingness to respect the Housing Policy;
- Help to attract and retain dedicated professional senior staff to manage the Park; and
- Move management centres and staff away from tourism centres and towards the periphery of the Park to ensure unhindered administration and management of the Park's resources and to create a better tourism experience for visitors.

2.6 Overview of the Local Environment

2.6.1 Institutional Environment

Ministry of Environment & Tourism (MET)

Like all other national parks in the country, the ENP is managed by and under the jurisdiction of the MET. MET's staff in the Park are drawn from four different Directorates, namely, the Directorates of Parks & Wildlife Management; Environmental Affairs; Administration & Support Services (responsible for maintenance); and Scientific Services. There are approximately 225 staff members

living in the Park while there are approximately 58 unfilled posts across all four directorates. Each directorate reports to its respective Head in Windhoek. There is currently no coordination of all MET activities in ENP at Park level. At ENP, MET is generally responsible for:

- Management of all wildlife issues;
- Control of entrance gates and entry fees;
- Maintenance of all game proof perimeter fencing and wildlife water supplies;
- Maintenance of all roads and equipment for this work;
- Requisition of remedial and maintenance work by MWTC on housing, offices and workshops under their control; and
- Upkeep of MET staff residential areas.

Namibia Wildlife Resorts (NWR)

NWR is a Government parastatal under MET tasked with operating all resorts, including the catering, housing and cleaning of tourist accommodation and associated areas. NWR is responsible for the upkeep; maintenance and cleaning of their own staff housing and associated areas. NWR collects solid waste (rubbish) from all areas, including MET residences and offices, and transports this to the solid waste dumps.

Ministry of Works & Transport (MWT)

MWT is the custodian for all government facilities and is responsible for the maintenance of all infrastructure owned by MET – this status quo is currently changing to bringing maintenance function within Ministries and with Ministries responsible for maintenance of their facilities. However, the actual maintenance on the ground is being undertaken and implemented by both MET and MWT on individual and joint bases. These maintenance responsibilities include:

- Receiving and internal reticulation of potable water, including garden taps;
- Reticulation, pumping and delivery to treatment ponds of all sewage; and
- Repairs to and maintenance of all residential, office and workshop buildings.

Inspections of the senior staff housing areas showed that the majority of housing are in need of repair, with few exceptions, due to delayed preventative maintenance. Overcrowding, in some houses, exacerbates the problem as the plumbing and other facilities cannot cope with unreasonably high numbers of inhabitants. Other problems include leaking garden taps, dilapidated yard fencing and others.

Inspections of the junior staff housing areas showed worse conditions generally, especially in communal ablution blocks. The MWT input has been significantly below that required and essential for proper maintenance of the infrastructure in ENP.

2.6.2 Natural Environment

ENP, first established in 1907, is Namibia's first national park. It has become the country's most popular tourist attraction, well-known for its exceptional wildlife viewing opportunities. The 22,270 km² Park is world renowned for its 4,590km² Etosha Pan. The Park has a rich animal diversity, which includes 114 mammal species, 340 bird species, 110 reptile species and 16 amphibian species. Etosha's protected status allows it to provide a secure habitat for the endangered black rhinoceros, white rhinoceros, roan, and elephant, as well as a crucial breeding ground for flamingos. Smaller mammals such as rodents and bats represent about three quarters of the mammal species recorded in the Park. The Park also has rich populations of predators and bird life.

The vegetation in Etosha is mainly saline desert, ringed by a dwarf savannah fringe. The grass layer is comprised of a number of different grasses. Grasses such as *Sporobolus* spp., *Eragrostis* spp., *Panicum lanipes* and *Monelytrum luederitzianum* dominate the grass layer. The tree layer is composed of deciduous mopane bushes (*Colophospermum mopane*), which change into a mixed bushveld of mainly acacias (*Acacia* spp.). A striking feature in ENP is the forest of moringa trees (*Moringa ovalifolia*), also called the fairy-tale forest.

ENP is bordered by a number of commercial farms to the south and east. Many of the farmers are now involved in wildlife farming, as well as stock farming, and many have diversified their operations to include tourism. On the western side, the ENP is bordered by a number of conservancies, notably Ehirovipuka, Omatendeka, Anabeb and #khoadi //Hôas. To the north lies the most densely populated area of Namibia. As a result, along the Park's northern boundary, human impact is evident as villages, livestock, and agriculture borders the Park edge. Two conservancies, namely, Sheya Uushona and King Nehale are located to the north-east of ENP.

2.6.3 Socio-economic Environment

MET staff presently live at 8 locations throughout the Park. Most live in the senior or junior staff villages adjacent to Okaukuejo, Namutoni and Halali tourist rest camps.

In addition to the MET staff, there are staff from Namibia Wildlife Resorts (NWR) who operate three tourist facilities, while the Ministries of Health, Education and NamPost also have staff in ENP. All these staff live at the villages at either Ombika Gate or Okaukuejo, Halali and Namutoni rest camps.

Present staff housing conditions in Etosha are inadequate and unsatisfactory. A housing census that was conducted by MET in June 2005 has determined that the numbers living in various households ranged from 1 to 21 individuals, and that there were 1,345 people living in staff accommodation in Etosha in comparison to 566 ⁶known employees of both MET, NWR and the Ministry of Education. Based on MCA-N Socio Economic Survey and Census conducted in 2010, there are currently a total of **446 households** in the Park, with the total number of people living in the Park was calculated to be **1,499 individuals**. This represents a slight increase over the 1,345

⁶ Figure obtained from managers of all institutions represented in the ENP

people found to be living in the Park during a housing census conducted by MET in June 2005 (MCC, 2008).

Scope of Services

Objective of Consulting Services

The objective of the Consultancy Services is to arrive at an appropriate planning and designs and to ensure that the Works are completed in accordance with the quality, time and cost specifications. This includes design, supervision and control over the implementation of the Works to mitigate the environmental and social impact of construction activities throughout the Works and ensure that Namibian environmental legislation and social policies and MCC's environmental and social guidelines are followed.

Description of Works to be designed and supervised by the Consultant

Summary

The facilities to be constructed include the construction of new facilities, upgrading of existing facilities and houses, services and appurtenant works (**'Works'**). These works will include (but are not limited to) renovations, housing, workshops, offices, roads, services (water, sewer, electricity), etc. including planning of future 'village' facilities.

Nature of Works:	Construction of new facilities and upgrading of existing facilities (See Annex 1)
Number of sites:	4 sites within ENP
Location of Works:	Okaukuejo, Ombika, Otjovasandu & Galton Gate
Works Contract:	The FIDIC Conditions of Contract for Construction (Red Book) will be applicable unless otherwise advised by the Client.
Duration of services:	The Compact Period is 5 years during which time the procurement of the Consultant and the Contractor(s) and the design and implementation including the defects liability period will be completed. The Compact entered into force on 16 September 2009 and will be closed in September 2014.

Packaging of sites

It is envisaged that the Works will be procured in a single package. The package will be bid in one Invitation for Bid (IFB) but may be divided into multiple lots within the IFB.

Consultant's Duties

The Consultant's duties will include, but are not limited to the Normal Services for the Engineer as set out in the FIDIC (Red Book). The Consultant will be responsible for the town/village planning, design, specification, documentation, site inspections of the Works and contract administration including time, cost and quality control. As such she/he will assign the necessary staff and means

(e.g. sub-consultants, joint venture partners) for the successful implementation of the tasks to be accomplished.

General Tasks

The Consultant will ensure that the following general tasks are performed:

- a) General coordination of the Works, including the coordination and planning necessary to manage multiple sites simultaneously;
- b) Convene and provide venue for monthly Planning Meetings chaired by the Team Leader or her/his Deputy and attended by all Senior Level Specialists, the user ministry, identified stakeholders and MCA-N;
- c) Assess contract and financial impact of possible changes in Works requested by MCA-N or otherwise;
- d) Assist MCA-N in all relations with public and private institutions;
- e) Should any dispute, audit, or other circumstance warrant, the Consultant will provide the necessary evidentiary records and analyses and bear expert witness in defence of the case of the MCA-N.

Bidding Stage

Notwithstanding other bidding requirements the Consultant will address the following issues as part of their Proposed Approach and Methodology:

- e) Visual and sustainable architecture;
- f) Proposed town planning of new villages at Ombika and Galton Gates;
- g) Waste (solid and liquid) and water management; and
- h) Incorporation of the above and other design and construction factors within parks and protected area settings.

In support of the above the Consultant will adequately reflect these requirements in their Proposed Approach and Methodology. The Consultant will also give an indication of proposed materials, finishes and technologies proposed to be used as well as a concept site layout and concept layouts of the style and character of structures and an 'artists impression' perspective.

Inception Stage

The Consultant will:

- a) Obtain all existing mapping and/or aerial photography that is available for the proposed sites from the Ministry of Lands and Resettlement, Local Authorities and others;
- b) Review the existing data and reports and comment on pertinent issues, including
 - The MCC Compact with Namibia signed in 2008;

- The MCC Due Diligence Report ;
- MCC Environmental Guidelines and World Bank Operational Policy (4.12);
- MCC Gender Policy
- MCA-N Gender and Social Integration Strategy
- The ENP ESIA Study related reports. Important reports includes:
 - ESIA Reports for the Southern and Western Sites, including recommendations
 - Site selection reports
 - Baseline report which include specialist studies
 - Construction Environmental Management Plan and Framework Operational Management Plan
 - ENP Household Survey and Census
 - Public Health and Public Safety Awareness Plan (PHPSAP) which includes HIV/AIDS Awareness and Prevention Plan (HAAPP);
- Any other documentation that is made available by MCA-N; and

c) Submit Inception Report.

Environmental Assessments

This project is characterized as a Category A project under MCC's Environmental Guidelines⁷, and as such a full EIA has been carried out and completed in accordance with both Namibia Environmental Management Act (EMA) and MCC's Environmental Guidelines. The ESIA study for this Project has been formally approved by MET following external independent review by local expertise. The following aspects have been covered in details during the ESIA study:

- a) A detailed study to determine the most suitable sites for the construction of management centres and housing in two zones of the park, namely the Southern Zone (Ombika/Okaukuejo) and the Western Zone (Galton Gate/Otjovasandu);
- b) Determination of carrying capacity of the area and threshold levels for development;
- c) Recommendations for alternatives for service provision to ensure that development is environmentally responsible and sensitive to the receiving environment;

⁷ See <http://www.mcc.gov/mcc/panda/activities/environment/index.shtml>

- d) Assessment of all potential environmental and social impacts associated with the construction and operation of this infrastructure (including the option of upgrading the existing sites only);
- e) Detailed Construction Environmental Management Plan and framework Operational Environmental Management Plan outlining and describing the necessary actions to mitigate and avoid negative environmental and social impacts at the intended construction sites; and
- f) Although not part of required ESIA process, a targeted household socio-economic survey and census was undertaken to determine how many people are living in the Park, and specifically at Okaukuejo/Ombika and Galton Gate/Otjovasandu. This included establishing the status of their social conditions such as gender, age, education, employment/unemployment, health, any internal migration patterns, demography, ethnic group, dependency ratio in the household, orphan status of children and legal status of spouses etc. These studies have provided required information that will be used in improving and refocusing the infrastructure support activity to achieve the required outcomes and impacts. The socio-economic studies forming part of this product also include a Household Socio-Economic Survey and Census Report, a Public Health and Public Safety Awareness Plan and an Aids Education/Awareness Plan.

Detailed recommendations accompanied by detailed Construction Environmental Management Plan and Framework Operational Management Plan for this project have been developed during the ESIA study and have been approved by the MET. These recommendations which cover Design and Pre Construction Phase; Construction Phase, Operation Phase and Strategic components will be implemented through this consultancy as well as during the actual construction of these infrastructures. Summary of the ESIA study recommendations are attached to these ToRs in Annex 2.

The Consultant will perform the following tasks:

1. Study and review the MCA-N ENP ESIA study reports and all its annexes as well as other important and related documentation to fully understand the project related environmental and social impacts identified and assessed in this ESIA study. In this review, the Consultant will identify and report aspects and areas where potential difficulties and conflicts with regard to the implementation of ESIA and its recommendation that may exist and propose changes or options. Where changes are recommended, a comprehensive explanation/motivation should be provided to MCA-N for consideration. MCA-N holds approval rights over such changes.
2. The ESIA study review will include the determination of gaps and oversights that might exist in the ESIA study. The Consultant will make recommendations as to how best the identified gaps and oversights can be addressed.
3. Carry out a detailed assessment of substrate at Ombika to determine suitable areas for construction for housing area and for a waste disposal site.

4. In consultation with MCA-N and MET, the Consultant will ensure that all the ESIA study recommendations are implemented and incorporated into the design, costing and actual construction of this infrastructure.
5. Study and review the already developed EMP's and Public Health and Public Safety Awareness Plans (PHPSAP) for Ombika and Galton Gates. In this review, the Consultant will report out aspects and areas where potential difficulties and conflicts with regard to the implementation of EMPs and PHPSAP may exist and propose changes or options. The Consultant will also determine gaps and oversights that might exist in the ESIA study. The Consultant will make recommendations as to how best the identified gaps and oversights can be addressed with the objective of taking full ownership of the EMP and PHPSAP implementation. The result of this review will feed into the Works Implementation Study (as per below). MCA-N holds approval rights over changes proposed.
6. Prepare a detailed Operational Environmental Management Plan based on the detailed design and the framework Operational Management Plan developed during ESIA study and submit this updated EMP to the MET:DEA for final approval;
7. Supervise and support the Construction Contractor to ensure the effective implementation of EMPs and PHPSAP during construction phase.
8. To effectively implement the EMP's and PHPSAP, develop a brief but specific field checklists / instructions containing EMP's and PHPSAP required actions to aid the contractors to implement these plans effectively. These checklists and instructions are aimed at supporting the Contractor to understand and effectively implement the EMPs and PHPSAP.
9. Develop a Public Consultation Plan (PCP) and perform required public consultations at each site and with all stakeholders and interested and affected people in accordance with this plan. Additional requirements proposed in Annex 3. PCP for the construction phase will be part of the EMP.

Works Implementation Study

The Consultant will:

- a) Conduct site visits to all the ENP Activity intervention sites, assess the envisaged needs as identified in Annex 1 against actual needs in consultation with MCA-N and MET officials;
- b) Incorporate electricity supply, water supply, wastewater treatment & solid waste management designs and strategies (including water-saving, power-saving. etc.). This will include a decision making matrix regarding various available appropriate technologies for the various conservation techniques; focused on technologies with a proven track record in similar environments;
- c) Conduct a Works Implementation Study (WIS) including preparing a design showing space provisions, planning relationships, standard of materials intended to be used, standard and suitability of services, estimated costs, statutory requirements and time schedules, etc. to enable approval by the MCA-N;

- d) Submit a WIS Report including the following:
- A feasibility report including a) to c);
 - General site layout plans;
 - Concept floor plans;
 - A cost estimate/report;
 - ESIA, EMPs and PHPSAP Review Report; and
 - Public Consultation Plan.
- e) Present the WIS to MET and MCA-N;
- f) Assist MCA-N and the MET in prioritisation of required infrastructure within the budget and revise the WIS accordingly.

Detailed Design, Specifications and Documentation

Once the Consultant has received approval of the relevant Works Implementation Study from MCA-N, the Consultant will:

- a) Conduct further surveys and investigations as necessary e.g. geotechnical soil investigations, drainage and flood surveys;
- b) Incorporate electricity supply, water supply, wastewater treatment & solid waste management designs and strategies as feasible;
- c) Assess and analyze the infrastructure/building life cycle maintenance and energy costs to minimize the net present value of such costs. The Consultant will promote the use of cost-effective, sustainable and appropriate technologies in remote areas, such as solar panels, rain water storage, etc. including the use of low maintenance building materials;
- d) The framework Operational EMP will be updated and expanded in to a detailed Operational Environmental Management Plan in light of detailed design and service technologies selected;
- e) Prepare and submit (as necessary) a complete set of drawings and specifications for each site ("Design") which will include:
- A location plan (scale 1:10 000),
 - A site plan at 1:500 or 1:200 indicating existing buildings and structures on the premises,
 - A complete set of detailed working drawings,
 - Technical specifications of the Works ,
 - Bill of Quantities,

- Cost estimates,
 - Site specific Operation EMP (Construction EMPs; and one generic PHPSAP has been already prepared during ESIA Study but will be resubmitted as part of package),
 - EMP and PHPSAP instructions and checklists,
 - Other aspects of site infrastructure as necessary; and
- f) Provide any other necessary technical inputs to allow the Procurement Director to finalize the Invitations for Bids (tender documents) including necessary references to the EMPs and PHPSAPs which will be provided to the bidders and requirements to follow along with specific clauses in the contract, etc.

Tendering and Award

The tender(s) will be advertised and issued by MCA-N through the Procurement Director. For each IFB issued in conjunction with the Works (should there be more than one as anticipated), the Consultant will:

- a) Conduct the technical part of the site visit and draft the attendance list;
- b) Conduct (including providing any required audio-visual equipment) a bidders' conference in a central location and provide minutes;
- c) Draft addenda and clarifications to be issued by MCA-N;
- d) Provide minutes of the bidder's conference;
- e) Provide up to two members to serve on the bid evaluation panel at the request of MCA-N (time commitment of about 2 weeks); and
- f) Advise MCA-N in negotiations with selected contractor(s).

Construction / Implementation Phase

- a) Before the Commencement of Construction:

Before construction commences, the Consultant will submit and receive MCA-N approval of a ("Supervision Plan") that contains but not limited to:

- A detailed methodology standardising the control and assessment on the site;
- A compendium of quality control and work approval sheets (e.g. for foundation preparation, shutter/formwork approval, etc.)
- An organisational chart detailing the flow of information and relevant decision makers and stake holders;
- Plans detailing means of transportation and communication;
- A site visit schedule and expected composition of site meetings; and

- The project implementation documents presented by the Works Contractor (reviewed and verified by the Consultant) that include the implementation plans and the environmental and social mitigation measures and implementation plans in accordance with the site-specific EMPs & PHPSAP (incl. HAAPP).

b) Resident Engineer:

For the supervision of the Works and control of their execution, the Consultant will designate for at least one Resident Engineer to act as construction supervisor who has the authority to issue variation orders and site instructions with executory effects. For the Resident Engineer(s) this will be a fulltime on-site commitment for the duration of the Works.

The Resident Engineer will have the sole authority to issue variation orders and site instructions with executory effect on behalf of the Consultant. The Resident Engineer can only issue variation orders if they have cost implications within the limit agreed to with MCA-N and will not result in changes of scope. Variation orders that may exceed the agreed cost or will result in scope changes will first be approved by MCA-N. Any verbal instruction issued by the Consultant to the Contractor will always be confirmed in writing.

c) Monitoring and supervising of EMPs, PHPSAPs and PCP Implementation:

The Consultant will complete the following tasks:

- Assess the adequacy of all inputs such as materials and labour provided by the Contractor and her/his methods of work in relation to the EMP;
- Monitor continuously the conduct of workers towards neighbouring communities and the quality of the environmental work carried out by the Contractor in line with the specifications provided by the EMPs;
- Ensure the Contractor takes responsibility for the supervision and control of all measures referring to the general security during construction, including required signs and any needed traffic regulation;
- Review and approve the safety plan as proposed and submitted by the Contractor;
- Compile systematic monthly checklists regarding what actions have been implemented by the Works Contractor to comply with EMP and PHPSAP requirements;

Prior to each Disbursement for costs related to any Works Contract for construction activities under the Tourism Project, the Consultant or Resident Engineer, as the case may be, will attest in writing to MCA-N whether or not the provisions of the Works Contract pertaining to the HIV/AIDS prevention plan:

- are, or will become, contractually binding upon the Works Contractor; and
- if such Works Contract has been executed, are being complied with by the Works Contractor.

d) Implementation Phase of the Works:

During the implementation phase, the Consultant will:

- Control the implementation of Works;
- Submit bi-weekly site reports to MCA-N;
- Identify members of Regional Government, Local Authority, the Regional Education Office and community, to part take in site quarterly meeting as per Annex 3;
- Conduct monthly progress meetings and submit minutes and monthly reports including:
 - Report on percentage of work completion without defects, by site and structure;
 - Report on financial matters;
 - Identify any contractors' lack of performance, if any, and and/or compliance with the contracts;
 - Progress reporting on implementation of and compliance with the EMP & PHPSAP;
 - Timeously propose adequate measures to resolve issues of non-compliance ;
- Review and Certify payment certificates prepared by the Contractor relating to the verified work completed and certify compliance with HAAPP and submit to MCA-N for payment;
- Prepare monthly cost reports on the financial standing of the project;
- Supervise the compliance with implementation plans, technical specifications, EMPs, PHPSAP and implementation of Works;
- Monitor compliance with the contract specifications and time frame to ensure time, cost and quality control;
- Ensure the compliance with all contract provisions and take necessary measures to apply them.
- Inspect the contractors' site journal for accuracy and completeness;
- Notify MCA-N immediately in writing if:
 - work on any site is stopped for more than one week due to any cause; or
 - there is a substantial delay (more than 10%) relative to the Works Contract's financial disbursement schedule (e.g. if the delay is attributable to poor equipment, the Consultant will order the Contractor to replace the defective equipment).
- Report to MCA-N, any modification or change that might occur that will result in cost variations exceeding the amount agreed with MCA-N and/or scope of works during the

physical implementation of the project in writing, together with the technical design, justification, and a recommendation for approval prior to their execution; and

- Carry out the tasks and duties assigned to the “Engineer” as defined in the FIDIC General Conditions of Contract (Red Book).

Take-over and Commissioning of the Works

Upon completion of the construction Works, the Consultant will carry out the tasks and duties assigned to the “Engineer” as defined in the FIDIC General Conditions of Contract (Red Book) including:

- a) Carry out inspections and prepare snag lists;
- b) Monitor the completion of the snags within a stipulated time frame;
- c) Supervise commissioning and testing;
- d) Issue Unconditional or Conditional Completion and/or Partial Completion Certificates and assist MCA-N in preparing the Take-Over-Certificate(s) at completion of the Works;
- e) Compile a Final Completion Report with detailed accounts for closing the contract and as-built documentation (drawings, manuals, etc); and
- f) Prepare the penultimate final account and reach agreement with the Contractor and MCA-N.

End of Defects Liability Period

Prior to the end of the 12 month defects liability period, the Consultant will:

- a) Visit the sites and inspect the Works for any defects.
- b) Instruct the Works Contractor to attend to/repair/fix the defects and monitor the remedial works.
- c) Review and certify Final Payment Certificate, the Final Account and assist in negotiations to settle the final account.
- d) Prepare the Final Completion Certificate.

Required REPORTING (Deliverables)

The Consultant will prepare the following reports on the progress of the Works for the information of the key stakeholders to enable them to effectively monitor the Works. The reports will be in a format approved or prescribed by MCA-N.

MS Project is to be used as the main project tracking tool and will be regularly updated and will form part of the reporting.

The format of the reports will be agreed on at the Inception Stage. Reports will be 1x Original with 3x copies in 'hard' copy and 1x electronic format (in both native and PDF format)

Inception Report

The report will describe the following:

- State of mobilization;
- Consultant's assessment of the project;
- An updated work plan for the implementation of the Works;
- Detailed Staffing Plan;
- Confirmation of or any proposed revisions to the grouping of the sites into Packages with full justification;
- Proposed methodology for carrying out the services;
- Programme and strategy for the implementation of the services;
- Records of initial planning meetings;
- Setting out guidelines for administering, monitoring and evaluating the progress;
- Framework for monitoring the Works Contractor's implementation and compliance with the work plan;
- Proposed additions or changes to the scope of work; and
- Anticipated concerns.

Works Implementation Study

This deliverable will be submitted as per requirements indicated in these terms of reference.

Detailed Design, Specifications and Documentation

This deliverable will be submitted as per requirements indicated in these terms of reference.

Site Handover Meeting and Report

The meeting will cover and record in minutes the following:

- State of Contractor's mobilization;
- Consultant's assessment of the project;
- Programme and strategy for the implementation of the services including the Contractor's updated work plan for the implementation of the Works;
- Contractor's Detailed Staffing Plan;

- Proposed methodology for carrying out the services (Method Statements);
- Setting out guidelines for administering, monitoring and evaluating the progress; and
- Framework for monitoring the Works Contractor's implementation and compliance with the work plan.

Bi-Weekly Site Report (One per Site)

The Resident Engineer/Works Inspector will compile and submit bi-weekly reports reflecting the activities on site. Photos of the Works will form part of the report.

The reports will be submitted within one week of the two week period.

Monthly Supervision Report (One per Site)

During the Construction/Implementation Stage the Consultant will compile and submit a monthly report. Each report will include the following:

- Overall progress of the Works;
- Schedule of claims and variation orders;
- Tabulated and graphical representation of physical and financial progress compared with the work program and cash flow forecast (including a monthly Earned Value Analysis by site and MS Project file that includes budget and real cost); Specifically, % of works completed, disaggregated by site, and structures/ facilities completed. In addition, this progress will be reported against the targets established in the Inception Report;
- Relevant photographs;
- Details of impediments to the Works and proposals for overcoming them.
- The Contractor's materials, equipment and personnel;
- Weather conditions;
- Review and progress report on implementation of the EMP, including environmental and social mitigation measures put in place (including management of complaints/grievances, accidental spills, etc.);
- Review and progress report on implementation of the PHPSAP and HAAPP;
- Safety measures and accidents on site;
- Contractual matters; and
- Minutes of meetings held.

In addition, the monthly progress reports will contain brief but comprehensive information about supervision activities on site, quality assurance and control.

The reports will be submitted within the first week of the following month.

Quarterly Progress Reports (One Report)

These reports will make use of the information in the above monthly reports, but suitably modified to include, summarize and draw conclusions on all pertinent issues concerning the Works Contract.

In addition they will summarize the Consultant's activities, and present solutions adopted, the financial status of the Contract and any other relevant information considered necessary in respect of the services delivery.

These reports will be submitted not later than the tenth (10th) day of the first month of the following quarter.

Substantial / Practical Completion Report (One per Site)

This report will be submitted after the practical completion inspection, but within one month of the completion date of the Works.

The report will highlight the following:

- State of completion of the Works;
- List of outstanding works and snags;
- List of all outstanding issues on the Contract;
- Recommendation for addressing all outstanding issues;
- Programme of the Contractor for undertaking outstanding works;
- Demolition of both Contractor and Consultant facilities and temporary works on site(s);
- Commissioning and carrying out of testing during commissioning;
- List and confirm submission to MCA-N of all User Manuals and Equipment Data Sheets; and
- Take-over Certificate.

Environmental & Social Assessment Reports

The following Environmental and Social Assessment Reports are required. See Annex 3 for more details.

- Review report for the already developed ESIA study report, EMPs and PHPSAP;
- Detailed Operation Environmental Management Plan;
- EMP & PHPSAP instructions and checklists;
- Monthly review and progress reports on EMP & PHPSAP implementation;
- Bi weekly notes on EMP & PHPSAP implementation;

- Public Consultation Report for the designing and pre construction site;
- Brief Public Consultation Plan for the construction phase.

Final Completion Report (One per Site)

This report will address all aspects of Project Implementation, including financial summaries, suggestions and recommendations for future designs and construction methods.

A set of as-built drawings containing all the information in the Final Completion Report will be presented to MCA-N.

MCA-N's Reply on the Reports

MCA-N will comment on each of the reports within 10 working days after their receipt. If comments are not made within these deadlines, the reports will be considered as approved. If that is not the case, the Consultant will have 5 working days to take into consideration MCA-N's comments and provide a new amended report, unless there are contrary instructions in the letter with the comments.

Staffing

The Consultant is expected to assemble a team with in-depth technical, local and regional knowledge as well as the necessary support inputs to allow these experts to complete the assignment. The mix of senior and mid-level specialists will provide technical capability and in-depth knowledge to perform all aspects of the Services, including supervising proper completion of the Works.

The Consultant will include in her/his bid submission a staff complement and related time allocation chart to indicate the staff available as well as the expected time inputs for the Design and Documentation Phase as well as for the Implementation Phase.

The Team Leader position is a full-time commitment for the entire duration of the Consulting Services until completion of the Works. For the Resident Engineer(s) it will be a full-time commitment for the duration of the Implementation Stage. The other staff may involve intermittent commitment.

It is expected that the following categories, but not limited to these listed, would be needed. It is furthermore expected that the Consultant will employ sufficient number of specialists to ensure MCA-N that the services can be performed with due diligence and within the given time frame.

Key Personnel and Responsibilities

Key Personnel will be senior specialists that hold a degree in their profession and will have minimum of 10 years experience in the preparation of designs and technical specifications for building project of similar nature as well as in construction supervision and contract administration.

TEAM LEADER

The Team Leader will be a professional with extensive experience in the Supervision and Design of building works and in Project Management and she/he will be directly responsible for oversight and coordination of all activities by the Consultant's team. She/he will report directly to MCA-N. The minimum qualifications for the Team Leader are:

- A University degree in the relevant field and professional qualification;
- Ten (10) years cumulative experience in construction of institutional buildings, construction of community buildings and/or construction-supervision of building structures;
- Ten (10) years experience in contract administration and project management;
- Proven ability to lead and manage a design and construction supervision team of architects, engineers, technicians, topographical/engineering surveyors and quantity surveyors;
- Excellent interpersonal skills and proven capacity to lead work teams, negotiation techniques with different institutional and local stakeholders;
- Excellent oral and written English communication skills;
- Familiarity with the FIDIC suite of contract documents is highly desirable;
- Previous experience in Namibia or the SADC region is highly desirable.

The main functions of the Team Leader will also include the following:

- General coordination of the team and its activities;
- Direct reporting to MCA-N on all aspects related to the Services;
- Maintain contact and liaise with project stakeholders;
- Ensuring proper functioning of all information systems, controls and administration activities;
- Taking responsibility for logistical aspects of the Consultant;
- Finalizing and submitting the contractual reports and support in the preparation of special reports required by MCA-N;
- Assurance that the execution is carried out according to the guidelines established by MCC and MCA-N;
- Approving and Certifying monthly payment certificates from the Contractor; and

ARCHITECT

The minimum qualifications for the proposed Architect are:

- A university degree and professional qualification;
- Ten (10) years of professional experience in site preparation design;

- Ten (10) years of professional experience in the design of community and institutional buildings and construction-supervision of building structures;
- Experience and sound knowledge of energy and water efficient solutions;
- Proven ability to consult with clients of distinct social and economic classes; and
- Previous experience in Namibia or the SADC region is highly desirable.

The Architect's responsibilities will be:

- Designing, in consultation with the parties concerned (MCA-N, User Ministry, etc.) and local authorities the required facilities;
- Detailing in conjunction with the Civil Engineer the preparation of sites on which structures will be built;
- Supervision of the construction of structures required under the implementation of the Works.

CIVIL / STRUCTURAL ENGINEER(S)

The minimum qualifications for the proposed Civil/Structural Engineer(s) include:

- A university degree and professional qualification;
- Ten (10) years of professional experience in site preparation design;
- Ten (10) years of professional experience in the design of institutional and community buildings, wastewater and solid waste disposal and management;
- Proven ability to consult with clients of distinct social and economic classes; and
- Previous experience in Namibia or the SADC region is highly desirable.

The Civil Engineer's responsibilities will be:

- Designing, in collaboration with the Architect and in consultation with the parties concerned (MCA-N, User Ministry, etc.) and local authorities, the preparation of sites on which structures will be built, sewerage systems; and
- Supervision of the site preparation and construction of structures required under the implementation of the Works.

ENVIRONMENTAL EXPERT

The Environmental Expert tasks and responsibilities will include:

- Ensure that all the ESIA study recommendations are implemented and incorporated into the design and costing of these infrastructures;

- Update and expand the framework Operational EMP and ensure MET: DEA approval of this prior to commencement of construction.
- Be responsible for the undertaking of all ESIA work and oversights described above for this consultancy

Senior specialists (non-key personnel)

It is expected that the Consultant will employ the following senior expertise to provide a high standard of services within the time frame. Senior specialist staff will be professionally qualified and will have at least seven-and-a-half (7½) years relevant experience. The Consultant will provide the *curriculum vitae* (CVs) of senior staff for approval with bidding and prior to replacement of such staff.

The following mid-level specialists are required, but not limited to those listed:

Town Planner

The Town Planner responsibilities will include:

- Planning & designing, in collaboration with the Architect, Civil/Structural Engineers, Mechanical/Electrical Engineers and in consultation with the parties concerned (MCA-N, User Ministry, etc.), the town planning (village layout), roads and other township services (water, Power, sewer, telecom, etc.);

Quantity Surveyor

The Quantity Surveyor's responsibilities will include:

- Compiling of cost estimates and the updating there of;
- Compiling of bidding documents (Bills of Quantities);
- Cost control over the execution of the works;
- Valuation of work done and assisting the Architect and Engineers in certifying interim monthly payment claims; and
- Checking the contractor's final account(s).

Mechanical & Electrical Engineer

The Mechanical & Electrical Engineer's responsibilities will include:

- Designing, in collaboration with the Architect, Town Planner and Civil/Structural Engineers and in consultation with the parties concerned (MCA-N, User Ministry, etc.), the electrical site & building supply and reticulation installations and any other necessary electronic installations, the water supply and reticulation, air-conditioning and ventilation installations, and any other necessary mechanical installations;

- Supervision of the electrical installations required under the implementation of the Works; and
- Investigation of alternative energy systems and the sustainability there of.
- Designing, in collaboration with the Architect, Mechanical and Civil/Structural Engineers and in consultation with the parties concerned (MCA-N, User Ministry, etc.) and local authorities, the water supply and reticulation, air-conditioning and ventilation installations, incinerator, cold and freezer installations, and any other necessary mechanical installations;
- Supervision of the mechanical installations required under the implementation of the Works; and
- Commissioning of installations.

Social and Gender Expert

The Social and Gender Expert tasks and responsibilities will include:

- Oversight and coordination of the field teams;
- The development and programming of field visits
- Socio-economic, land acquisition, resettlement, and gender assessment;
- Being in charge of the organizational processes for community consultation and participation; and
- With supervisory oversight and support from the Environmental Expert, implementation of social components of the ESIA study recommendations.
- Implementation of PHPSAP and verification contractor compliance with PHPSAP specifications for the execution of works, designs
- Oversight of compliance with the gender requirements of both MCC and MCA-N
- Assist with design and layout to ensure that the social components of the ESIA recommendations are met.

Mid-level specialists (non-key personnel)

It is expected that the Consultant will employ sufficient expertise and number of staff to provide a high standard of services within the time frame. Mid-level supporting staff will be professionally qualified and will have at least five (5) years relevant experience. The Consultant will provide the *curriculum vitae* (CVs) of staff marked with an asterisk (*) for approval prior to employment and replacement of such staff.

The following mid-level specialists are or may be required, but not limited to those listed:

Architect(s), Civil / Structural Engineer(s), Quantity Surveyor(s), Electrical/Mechanical Engineer(s), Town Planner(s), Topographical/Engineering Surveyor(s), Geotechnical Specialist(s), Resident

Engineer(s), Environmental Specialist(s), Social Assessment Expert(s), Public Health and Safety Expert (s) as necessary.

Resident Engineer(s) *

The Resident Engineer(s) will be qualified in one of the applicable professions, with experience in all aspects of building and infrastructure design and construction with an emphasis on buildings and site infrastructure. The Resident Engineer(s) will be responsible for the day-to-day construction supervision of all sites.

The Resident Engineer(s) will have particular experience in contract management, quality control and be knowledgeable on the applicable Conditions of Contract and Specifications.

Environmental Control Officer *

The Environmental Control Officer will assist the Environmental Expert. Tasks and responsibilities will include:

- Verify the implementation of environmental mitigation works in accordance with the Environmental Management Plans;
- Verify that the contractor complies with design norms and environmental specifications for the execution of works, designs and cost of mitigation measures; and
- During the execution or works, will be responsible for oversight and follow-up of physical-financial progress and work quality assurance of the environmental mitigation works; this will be done through field visits and verification of the contractor's monthly reports to MCA-N.

APPENDIX 1

LIST OF INFRASTRUCTURE NEEDS

Approximate infrastructure requirements are proposed as follows:

South Zone

COMPONENT	OMBIKA	OKAUKUEJO
Housing	<ul style="list-style-type: none"> - Planned village size of 90 houses - 21% 3-Bedroom houses - 52% 2-Bedroom houses - 27% 1-Bedroom houses - No houses to be renovated – all built from new - Erf size ± 400m² 	<ul style="list-style-type: none"> - Renovation of MET houses - Demolish substandard structures
Admin Office	<ul style="list-style-type: none"> - Small admin office 	<ul style="list-style-type: none"> - Office to be renovated
Kindergarten	<ul style="list-style-type: none"> - Located in village area 	<ul style="list-style-type: none"> - Retain existing
School	<ul style="list-style-type: none"> - Retain existing 	<ul style="list-style-type: none"> - n/a
Shop	<ul style="list-style-type: none"> - Located in village area, next to hall 	<ul style="list-style-type: none"> - Re-locate in staff village – demolish structure
Sports fields	<ul style="list-style-type: none"> - Retain existing to be included in village area 	<ul style="list-style-type: none"> - Retain existing
Clinic	<ul style="list-style-type: none"> - Locate in village area, close to hall 	<ul style="list-style-type: none"> - Maintain rooms at Okaukuejo, to be staffed at regular intervals and during emergencies
Community Hall	<ul style="list-style-type: none"> - Located in village area, next to field 	<ul style="list-style-type: none"> - Provide in future in staff village
Electricity	<ul style="list-style-type: none"> - Link to Nampower - Solar Geysers 	<ul style="list-style-type: none"> - Solar Geysers in any new/renovated houses
Roads	<ul style="list-style-type: none"> - Access to the admin block & gate from township to be determined in design phase - All roads to be unpaved 	<ul style="list-style-type: none"> - No new roads required
Fencing	<ul style="list-style-type: none"> - Village to be fenced 	<ul style="list-style-type: none"> - Maintain existing
Access	<ul style="list-style-type: none"> - Potential new road access to village – to be determined with landowners in design phase - Controlled access into village 	<ul style="list-style-type: none"> - n/a
Solid Waste	<ul style="list-style-type: none"> - Existing waste disposal site to be rehabilitated - New waste disposal site to be established 250m to the east of the village outer development area or waste transferred to site in Outjo - Waste reduction practices essential 	<ul style="list-style-type: none"> - Waste transfer station to be established near workshop - Waste reduction practices essential - Remaining waste to be taken to Ombika
Sewage	<ul style="list-style-type: none"> - Water borne sewerage - Septic tanks and a sewer pump station - Oxidation ponds (move from current location as per design requirements) 	<ul style="list-style-type: none"> - Upgrade existing system
Water Provision	<ul style="list-style-type: none"> - Borehole water (sufficient to allow for 500l/d per household) - Boreholes banded to prevent fuel and oil leakage and spillage and avoid contamination of soil and surface and ground water - Pumps fitted with solar pumps, subsidized 	<ul style="list-style-type: none"> - Borehole water Boreholes banded to prevent fuel and oil leakage and spillage and avoid contamination of soil and surface and ground water - Pumps fitted with solar pumps,

	with diesel backups – Reservoir with 48 hours storage for up to 120 households and other infrastructure – Reverse osmosis water treatment plant	subsidized with diesel backups
Workshop, Vehicle Store	– Linked to admin block	– Retain existing facility as the main centre
Fuel Depot	– Linked to workshop	– Retain existing

West Zone

COMPONENT	GALTON GATE	OTJOVASANDU
Housing	<ul style="list-style-type: none"> • Maximum planned village size of 60 houses – 11 x 3-Bedroom houses – 29 x 2-Bedroom houses • 13 x 1-Bedroom houses • Erf size ± 400m² 	<ul style="list-style-type: none"> • Junior village to be closed • Retain and renovate 2 houses at senior village
Admin Office	<ul style="list-style-type: none"> • Medium sized office 	
Kindergarten	<ul style="list-style-type: none"> • Located in village area 	
Shop	<ul style="list-style-type: none"> • Located in village area, next to hall 	
Sports fields	<ul style="list-style-type: none"> • Located in village area, in central area 	
Community Hall	<ul style="list-style-type: none"> • Located in village area, next to field 	
Workshop		<ul style="list-style-type: none"> • Retain existing facility
Electricity	<ul style="list-style-type: none"> • To link to Nampower in future • General electricity per unit – generator backup • Solar Geysers • Gas cookers • Generators to provide additional power 	<ul style="list-style-type: none"> • Solar Geysers • Gas cookers • Generators to provide additional power
Roads	<ul style="list-style-type: none"> • Retain existing access road • New access to township to be determined in design phase • All roads to be unpaved 	<ul style="list-style-type: none"> • No new roads required
Fencing	<ul style="list-style-type: none"> • Existing fence to be moved to east around new housing village • Fence development node 	<ul style="list-style-type: none"> • Maintain existing
Solid Waste	<ul style="list-style-type: none"> • Waste transfer station to be established behind vehicle store • Waste reduction practices essential • Remaining waste to be taken to a licensed waste disposal site 	<ul style="list-style-type: none"> • Waste transfer station to be established near workshop • Waste reduction practices essential • Remaining waste to be taken to Galton Gate
Sewage	<ul style="list-style-type: none"> • Water borne sewerage • Septic tanks and a sewer pump station • Oxidation ponds (0.2ha outside stream buffer area) 	<ul style="list-style-type: none"> • Septic tank
Water Provision	<ul style="list-style-type: none"> • Borehole water (sufficient to allow for 500l/d per household) • Boreholes bundled to prevent fuel and oil leakage and spillage and avoid contamination of soil and surface and ground water • Pumps fitted with solar pumps, subsidized 	<ul style="list-style-type: none"> • Borehole water (sufficient to allow for 500l/d per household) • Boreholes bundled to prevent fuel and oil leakage and spillage and avoid contamination of soil and surface and ground water • Pumps fitted with solar pumps,

	<ul style="list-style-type: none"> with diesel backups Reservoir with 48 hours storage capacity Reverse osmosis water treatment plant Water to be chemically treated 	<ul style="list-style-type: none"> subsidized with diesel backups Drinking water to be obtained from Galton Gate
Vehicle Store & Fuel Depot	<ul style="list-style-type: none"> Linked to admin block 	

Management Outstations & Comfort Stops

COMPONENT	OLIFANTSRUS	DUIVELSVUUR
Housing	<ul style="list-style-type: none"> 1 x small house 5 x single bedroom accommodation units 	<ul style="list-style-type: none"> 1 x small house 5 x single bedroom accommodation units
Admin Office	<ul style="list-style-type: none"> Small office space 	<ul style="list-style-type: none"> Small office space
Staff Ablution & Kitchen facilities	<ul style="list-style-type: none"> Located in 'camp' 	<ul style="list-style-type: none"> Located in 'camp'
Temporal Staff Camping Facilities	<ul style="list-style-type: none"> Located in 'camp' 	<ul style="list-style-type: none"> Located in 'camp'
Storage, Small workshop & Undercover Parking	<ul style="list-style-type: none"> Located in 'camp' 	<ul style="list-style-type: none"> Located in 'camp'
Undercover Public Display Area	<ul style="list-style-type: none"> Located in 'camp' 	<ul style="list-style-type: none"> Located in 'camp'
Public Ablutions	<ul style="list-style-type: none"> Located in 'camp' 	<ul style="list-style-type: none"> Located in 'camp'
Picnic Area	<ul style="list-style-type: none"> Located in 'camp' 	<ul style="list-style-type: none"> Located in 'camp'
Game Hide/Viewing Platform	<ul style="list-style-type: none"> Located in 'camp' 	<ul style="list-style-type: none"> Located in 'camp'

The above works include site works and other appurtenant works

Stages of Work

Management outstations and comfort stops will be developed to Works Implementation Study (WIS) level only. The WIS must include design specifications that would ensure future conformance with the design concepts used for the villages.

Ombika & Galton – The ancillary buildings being the kindergartens, shops, clinic & community halls and the sport fields will be developed to WIS level only. Provision for these buildings and sport fields must however be made in the village planning. The WIS must include design specification for the ancillary buildings that would ensure future conformance with the design concepts used for the other buildings.

New construction and/or renovations to the South & West Zones will be budget based/determined. The 'new' Ombika and Galton villages will need to be planned and designed to eventual capacity. Services will need to be fully developed (or readily expandable with minimal additional disturbance). The number of housing units to be built at Ombika & Galton will be budget based/determined, but all eventual required housing will be fully planned and designed.

APPENDIX 2

ESIA Recommendations to be considered for implementation during design, construction and operations

PLANNING & DESIGN

- An architect experienced in sustainable building practices, particularly in protected areas, be included in the design team for the detailed design of the village.
- A town planner experienced in development in protected areas form part of the design team.
- A waste and water expert(s) with experience in development in protected areas form part of the design team to evaluate best technologies to achieve environmentally responsible development;
- Design of the new staff village adhere to best-practice principles (such as the inclusion of adequate common social spaces) to optimise living conditions, to the extent feasible within budget and space constraints. Space should be allowed for future expansion for addition of required social facilities over time.
- Recommended surface area for houses is 150m² for married staff and 75m² for single staff, and erf size should be 400 m².⁸
- The minimum size house to be considered in the design phase should be a 64m² three-bedroom house for married quarters and 30m² bachelor bed-sitter accommodations for single staff.
- The proposed standard design for the new three-bedroom house would include a main bedroom and two small bedrooms to accommodate parents and children of each sex.
- A 3.5m veranda and an enclosed back yard for traditional cooking over an open fire should be provided.
- Housing be appropriately orientated (north/south), with extended roof overhangs to allow for better ventilation of housing.
- Each house unit should have a store room of 3m x 3m or a 4m x 7m garage.
- Dwellings be all single storey, with maximum height of dwellings less than 3 m in height above mean ground level.
- Primary elements of buildings to be minimised to reduce occurrence of dominant shapes in roof and wall areas.
- Retain as many existing indigenous trees as possible.
- Structures to be built on different levels to move with slope, following contours and not to be in straight lines as seen from receptor points.

⁸ Note that the MET Housing Policy applies which does not provide for housing allocations based on marital status.

- Use of non-reflective, earth-tone colours and materials for structures as per the existing architectural guidelines for Okaukuejo.
- Landscaping to be incorporated into the design to reduce visual impact of housing.
- Platforms for the larger structures should be levelled more by cut than by fill so as to sit the structure into the ground.
- Enhance gateway effect for tourists entering the park with landscaping.
- Screen structures for works buildings from tourist areas.
- Ensure lighting of dwelling interiors does not create a mass of light.
- No floodlighting should be used to illuminate structures.
- Security lights on houses should be movement sensitive.
- Bollard, down facing type street lighting allowed along roads and pathways.
- Earth cuttings resulting from excavations for roads and parking areas need specific attention and rehabilitation to reduce visual impact.

Water

- Water demand management measures should be implemented to ensure that water is used wisely.
- An education programme should be implemented to ensure that the residents are aware of the water constraints and are encourage and empowered to make sustainable water usage practices part of their daily lives.
- Place meters in each home to monitor and manage water usage.
- A specialist consultant should be appointed to design a suitable water purification plant in the design phase.
- Water from the treatment ponds to be used for irrigation to supplement the water holes for game to reduce reliance on ground water.
- The reticulation system should be fitted with grease traps on all kitchen outlets.
- Boreholes should be fitted with solar pumps, subsidized with electrical backups and should be bundled to intercept fuel and oil leakage and spillage and avoid contamination of soil and surface and ground waters.
- The waste water treatment system should ensure that there is no seepage of polluted effluent into the ground water.
- Oxidation ponds must be lined to prevent effluent seeping into groundwater.
- Septic tanks, oxidation ponds and sewer pipelines should not be located upstream of any borehole.
- The borehole and any necessary equipment should be designed and constructed to prevent any pollutant entering the borehole.

Waste

- The current waste disposal site at Ombika must be rehabilitated and include the following steps:
 - Detailed audit and inspection of the existing land fill for hazardous waste, and if found, such waste must be collected for special disposal;

- Remaining material must be sorted and recyclable removed if a suitable outlet for such waste can be found;
 - Adequate earth moving equipment (front end loader (FEL)) must move all remaining material into windrows ready for compaction,
 - Road roller can then be used for compacting the waste and covering can be completed by FEL;
 - The site should then be filled, compacted and covered systematically;
 - Fencing and access road (if not required for any other purpose) to land fill site be removed and rehabilitated.
- An appropriate new site waste disposal site at Ombika should be established in calcareous areas prior to construction. The construction of a new waste disposal site at Ombika must be in terms of all regulatory and best practice guidelines and standards.
 - Initial siting of waste disposal facilities should consider substrate and groundwater flow directions.
 - The new waste disposal site must be designed to ensure that there is no seepage of polluted effluent into ground water, in terms of lining of the facility (zero infiltration).
 - The option of incinerating the general waste with a modern unit which is designed to operate at temperatures above 700°C, which prevents the release of dioxins be investigated in the design phase. This option offers the benefits of reducing the volume of waste needing final disposal, with a resultant reduction in land use, combating the spread of disease; and providing a potential energy source.

Power

- All electrical installations relevant to existing infrastructure components are replaced.
- Energy consumption for all electrical equipment and especially for cooling accommodate low energy equipment.
- It is further recommended that thermally favourable designs be considered by the architect so that energy efficient designs are incorporated into the structures (viz opaque roofs with insulated ceiling, shading and screening with external laths, fans for air movement, and new generation air-conditioners, energy efficient lighting – LED and compact fluorescents).
- It is thus essential that an architect who is experienced with energy efficient and sustainable building practices (i.e. green building), especially in protected areas, forms part of the design team to ensure such measures are implemented.

Access

- Provide a separate access to the village away from the main gate. Access to the Ombika site needs to be investigated further in the design phase.
- Investigate the option of negotiating with the neighbouring landowner to upgrade the existing road that runs along the border onto the main road leading to the Park.

- Fence the village securely to prevent conflict with wild animals and to restrict uncontrolled access into and egress from the Park to reduce the risk of poaching.
- Provide a manned access point into the Park to ensure that only those with valid permits are allowed entry into the staff village.
- Consider how neighbouring landowners can maintain the fence in the Ombika area close to the Gate to ensure ongoing management occurs.

CONSTRUCTION:

- Source gravel outside the Park.
- If gravel is sourced inside the Park for any reason, only existing gravel pits must be used. No new pits should be created.
- If new gravel pits are considered a requirement in the future, these must be subject to any required assessment processes.
- As much natural vegetation as possible must be retained during the construction of the new development;
- Trees to be retained must be identified and clearly marked prior to construction
- Standard ground water protection measures must be implemented during construction
- Contractors should be encouraged to employ local labour and SMEs.
- Procurement of materials, goods and services from local suppliers must be encouraged.
- Application and compliance with the Public Health and Public Safety Awareness Plan.
- Application and compliance with the EMP.

OPERATIONS:

Apply the Operational EMP developed which includes, but is not limited to, the recommendations listed below.

Solid and Liquid Waste management

- Implement waste minimisation and recycling programme and educate residents to apply the principles
- Allow for daily, or more frequent, sorting of waste at source department and separate waste into different streams.
- Provide appropriate temporary storage (e.g. heavy lidded bins to restrict access from scavengers) for each waste type so as to avoid co-disposal of waste types requiring different handling, and to ensure that hazardous waste in particular is accorded a high standard of duty of care.
- Waste temporarily stored on site must be (a) enclosed so that wildlife entry is prohibited, (b) ventilated but protected from weather to avoid dispersal by wind and leaching by water, (c) managed so that visual impact and odour are mitigated, (d) stored on a bundled, benched concrete surface bed.

- The temporary site must include a drainage point that discharges to the sewer, and be positioned to facilitate quick and easy loading onto a vehicle for trucking out.
- Investigate the option of outsourcing waste management to outside entity as part of an empowerment programme to a suitable, empowered operation.
- Vehicles transport waste must be in a serviceable condition and all vehicles driven in deference to park visitors and other road users. No spillage of waste or release of odours en route is permitted.
- Waste management must comply with DWAF requirements, with no co-disposal of different waste categories that require different treatment.
- All waste must reach its appointed recycling or final disposal destination without any illicit dumping or tipping.
- All waste must be transported to the nearest licensed waste disposal site if a new site is not built on site at Ombika.
- All settled sludge must be removed from septic tanks annually.

Water

- Only indigenous plants that do not require watering once established should be allowed in gardens.
- Continue artificial recharge of Ombika and Okaukuejo fountains.
- Ensure water usage does not exceed the following levels:
 - Pump borehole BH30684 (Ombika) at no more than 9 m³/hr for 10 hrs;
 - Pump borehole BH21603 (Okaukuejo) at no more than 5 m³/hr for 10 hrs;
 - Should any deviation from this occur for any reason, it must be recorded and impacts noted.
- Borehole pumps and infrastructure must be maintained at a high standard, as per manufacturer's schedules.
- Record water levels before and after pumping period on a scheduled monthly basis to allow for determination of ongoing sustainability;
- Install water meters at all pumps, reservoirs and users to balance water reticulation and ensure no reticulation leakage.
- Meter volumes used by households and record monthly to ensure sustainable usage.
- Check for and fix leaking taps, pipes and toilets immediately on detection of leaks.
- The reverse osmosis system must be operated and monitored as per the supplier instructions.
- Water from the reverse osmosis system must be tested monthly at the Namwater laboratory. A staff member must be assigned responsibility for this task.
- Should any problem be experienced with water treatment for any reason, users must be warned to avoid usage until the problem can be rectified. The high calcium and magnesium levels can impact on sensitive individuals.
- Undertake water treatment to reduce the calcium and magnesium so as not to cause scaling in pipelines and in geysers.

- High management standards must be applied at the treatment plant and must include regular maintenance (replacement filters etc).
- All borehole sites must be fenced off and only authorized personnel allowed on site.
- Rainfall or irrigation runoff must be diverted away from the borehole site.
- No diesel pumps must be used to operate the borehole - only electrical or solar equipment should be used.
- Any default equipment must be removed from the site for repair and maintenance at a workshop.
- Ensure no pollution source such as toilets; workshop etc. is located upstream from the borehole site.
- The EMP for the construction phase must include standard measures to protect groundwater from pollution.
- Reduction of leakage in current infrastructure and design of new infrastructure to minimise opportunity for leakage.

Fires

- Provide properly built, enclosed cooking facilities to reduce use of open fires.
- Ensure well-maintained boundary firebreaks around infrastructure to prevent the spread of fires into the Park.
- Ensure contingency planning for plans and ensure that the residents are familiar with the contents.

Alien vegetation

- Pre-empt the planting of invasive alien plants in new residential areas by providing suitable indigenous plants.
- Enforce Park policy regarding invasive alien plants.
- Suitable qualified and experienced staff (e.g. a botanist from the EEI) should undertake annual inspections for presence of such species.
- Use the decommissioning of existing staff villages as an opportunity to eradicate alien invasive plants already present there (this is especially noticeable at Okaukuejo).
- Reduce reliance on firewood by providing other alternatives to firewood as a source of fuel (see above).
- Enforce Park regulations that prohibit resource stripping and consider consequences for contravention of the Policy.

Illegal Resource stripping

- Ensure that the MET Housing Policy and Park Code of Conduct is rigorously enforced.
- Maintain fences to ensure that no access is possible directly into the Park.

Social Aspects

- Relocate the clinic to Ombika.
- Downscale the existing clinic at Okaukuejo to clinic rooms and assign nursing staff set hours of service at these rooms.

- Apply MCC's approach for any involuntary resettlement that may be required, which is to follow the World Bank's Operational Policy 4.12 on Involuntary Resettlement – develop a formal Resettlement Action Plan (RAP) to specifies the procedures to be followed and the actions it will take to mitigate adverse effects, compensate losses, and provide development benefits to persons and communities affected by the project. It should be noted that application of OP 4.12 in this project is only possible should there be cases of involuntary resettlement or relocation as a result of this project, otherwise it will not be applicable.

STRATEGIC

- The infrastructure to support the initial housing to be built must be constructed to allow for the entire development, or be built in such a manner that it can be upgraded as capacity requirements increase, subject to the threshold limits for operation not being exceeded.

GALTON GATE SPECIFIC CRITERIA

Planning and design

- The footprint for the village should be located within the depression as indicated on the development footprint map to reduce visibility. This means that the existing fence must be moved to the east for a short distance to accommodate the footprint area in the most visually appropriate area.
- The workshop area must be retained at Otjovasandu as the footprint area is not large enough to accommodate this infrastructure. Use can be made of the existing infrastructure.

Water

- The oxidation ponds must not be located within the 100m buffer area of the drainage line on site.

Waste

- A temporary waste disposal site must be constructed at Galton Gate, which is located away from the stream and the boreholes.
- Appropriate temporary storage must be provided for each waste type (e.g. heavy lidded bins to exclude troublesome animals like primates and rodents) so as to avoid co-disposal of waste types requiring different handling, and to ensure that hazardous waste in particular is accorded a high standard of duty of care.
- Waste temporarily stored on site is (a) enclosed so that wildlife entry is prohibited, (b) ventilated but protected from weather to avoid dispersal by wind and leaching by water, (c) managed so that visual impact and odour are mitigated, (d) stored on a bundled, benched concrete surface bed
- The waste site must includes a drainage point that discharges to the sewer, and (e) positioned to facilitate quick and easy loading onto a vehicle for trucking out.
- Waste must be trucked on a regular basis (to be advised by waste expert in the design phase) to a licensed waste disposal facility, either at Kamanjab or possibly the new facility at Ombika.

Power

- A micro-power system involving an on-site mix of solar, gas and locally generated electricity (diesel generator) is recommended as there is no economical way of obtaining power from Nampower is available within the next two years.
- The system be design to allow for connection to the grid when available.
- A specialist in micro-power options should be part of the design team.

Access

- Provide a separate access to the village away from the main gate, with the take-off to the village west of the main gate.

APPENDIX 3

Background on Public Consultation Plan and Involvement of Local Structures during the final design and construction

MCA Namibia intends to implement a consultation process with the relevant existing institutional and management structures at regional and local levels during the design and construction phases for the ENP Infrastructure. The main objective of this approach is to ensure that key stakeholders and beneficiaries are consulted throughout the process and are engaged in the construction process and ultimately take ownership of the final product. Through this consultation, MCA-N, MET, and the final design Consultant will each play certain roles to describe the benefits of the ENP Infrastructure activity, define needed community involvement prior to the start of construction at each site, and obtain feedback from local stakeholders.

This consultation at regional and local level is not only required to ensure the successful implementation of these construction activities, it is also a mandatory requirement from the Government of Namibia through its policy of decentralization. Therefore, in order for MCA-N infrastructure program to be consistent with the general GRN procedures, regional and local involvement and consultation is an essential element of the overall construction process. Furthermore, since these infrastructures once finalized will be handed over to the existing local and regional structures to utilize and manage, it is imperative that the future owners and managers of these infrastructures are involved and have taken the ownership right from the start.

Consultation is also required under MCC's Environmental Guidelines and the GRN's Environmental Management Act, both of which include a social dimension. For example, MCC's Environmental Guidelines state that *"Consistent with MCC's principle of host-country ownership of the projects implemented under a Compact, implementing entities will be expected to incorporate timely, participatory, and meaningful public consultation in the development of Compact-related Environmental Impact Assessments, analyses, and Environmental Management Plans."*

The consultation approach is based on the premise that the objective of consultation with local structures is to engage and inform the local stakeholders and authorities, particularly in the targeted communities, with regard to these infrastructure development in order to increase local ownership and usage preparedness of these infrastructures. The consultation process should be implemented in the most practical, effective and efficient way which will not hamper or negatively affect or delay the design and construction works.

Here below are recommended minimum consultation plan elements and tasks that should be included in the Public Consultation Plan for the Consultant considerations. Please note that these proposed tasks are not complete and Consultant must improve and update these suggestions.

- Procedures to inform community members and other local stakeholders about the extent and objective of the ENP construction project, including the benefits;
- Procedures to inform community members about any risks to their safety or health that might arise from the conduct of that construction work;

- Procedures to discuss and come to conclusion on any required community involvement in this project, including applicable maintenance requirements that local community members must or could be involved in;
- Guidance on when consultation should begin and the frequency and format of project related consultation, and guidance on who at the community level should be involved in consultation sessions.

APPENDIX 4

Payment Schedule & PROGRAMME

The Consultant will be required to provide the reports and other deliverables described below as a condition of payment.

<u>Months after Signing</u>	<u>Estimated Date</u>	<u>Payment</u>	<u>Deliverables</u>	<u>Task Duration</u>
1	Aug-11	5%	Inception report	1 month
3		15%	Works Implementation Study	2 months
3		1%	QPR #1	
5		35%	Designs	3 months
6		1%	QPR #2	
9		1%	QPR #3	
10		5%	Supervision Plan	5 months bid period
12		3%	QPR #4	
15		3%	QPR #5	
18		3%	QPR #6	
21		3%	QPR #7	
24		3%	QPR #8	
25		13%	SCR	15 months construction period
27		1%	QPR #9	
30		1%	QPR #10	
33		1%	QPR #11	
36		1%	QPR #12	
37		5%	FCR	12 months defects liability period

Notes: QPR: Quarterly Performance Report

Design: See Definition in Detailed Design, Specifications and Documentation above

SCR: Substantial Completion Report

FCR: Final Completion Report

With respect to the deliverables outlined in the table above it should be noted that:

- The above table will be inserted into the contract and actual dates will be calculated using the actual contract signing date. Each payment will be made no earlier than (date) but only if the (deliverable) is accepted by MCA-N.
- Reports will be considered “draft” upon initial receipt. Drafts will be reviewed by MCC and MCA-N and accepted or concerns raised/comments provided within two weeks of receipt. The Consultant shall appropriately address any concerns and provide final versions within one week of receiving the response.

- All reports, including any documents produced for submission to MCA-N in fulfilment of the Services, shall be submitted with three hard copies and a CD with the files in their native format and in one consolidated PDF generated from the native files electronically (not printed in hard copy and then scanned).