



Request for Proposal for the Provision of Consultancy Services for the

**Development of the Five (5) year Integrated Strategic Business Plan 2025/30 including
reviewing the existing plan and development of the Annual Business and Financial Plan
2025/26**

Procurement No: CS/RP/NACC – 02/2024

Namibian Competition Commission
Marien Ngouabi Street, Windhoek, NAMIBIA
Tel: +264 61 224 622, Fax: 061 +264 61 401 900,
www.nacc.com.na

Date: 03 July 2024

LETTER OF INVITATION

CS/RP/NACC – 02/2024

Dear Sir/Madam,

Subject: Development of the Five (5) year Integrated Strategic Business Plan 2025/30 including reviewing the existing plan and development of the Annual Business and Financial Plan 2025/26

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the provision of Integrated Strategic Business Planning (ISBP), reviewing the current plan and development of the Annual Business and Financial Plan (ABFP) for the Namibian Competition Commission (the Commission), which could form the basis for future negotiations and ultimately, a contract between you and the Commission.
2. The purpose of this assignment is to amongst others:
 - i. Review performance against the current approved ISBP 2020/2025.
 - ii. Manage the entire process of producing an effective ISBP (2025/30) based on the latest Guidelines provided by the Ministry of Finance and Public Enterprise (MFPE) to guide and facilitate the Commission to execute its mandate and achieve its vision through its mission and strategic objectives.
 - iii. Develop the ISBP; and
 - iv. Develop the ABFP 2025/26
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) The Terms of Reference (TOR) [Annexure 1];
 - (b) Supplementary Information for Consultants, including Forms 1 – 4 to be completed by you [Annexure 2]; and
 - (c) A sample format of the Procurement Contract under which the service will be performed [Annexure 3].
4. Any request for clarification should be forwarded in writing to the Commission at ndapandula.nghaamwa@nacc.com.na. Requests for clarifications should be received seven (7) days before the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislation related to public procurement in the Republic of Namibia.

6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of the African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of a contract for unsuccessful completion of an assignment, giving adequate details to enable a fair assessment.
- (d) Consultants will be disqualified from bidding if such Consultant-**
- i. Is not in good standing with the Receiver of Revenue;**
 - ii. Is not in possession of a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, a confirmation letter from the Social Security Commission;**
 - iii. Is not, as required by the Affirmative Action (Employment) Act, 1998 (Act No. 29 of 1998), in possession of –**
 - A valid affirmative action compliance certificate issued under section 41 of that Act;**
 - An exemption issued under section 42 of that Act; or**
 - A proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer as defined in that Act; or**
 - iv. Has not submitted a written undertaking as contemplated in section 138(2) of the Labour Act, 2007.**

The consultant is required to submit proof regarding (i) – (iv) above. Ensure that all documents submitted are valid and have not expired.

7. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted by email or hand-delivered in **two separate envelopes marked “Technical Proposal” and “Financial Proposal”** and should follow the form given in Annexure 2 - "Supplementary Information for Consultants". **The proposals shall be submitted by delivery in one original and one copy clearly marked as such or emailed.**

The proposals must be deposited in the **Bid Box** located at the **Namibian Competition Commission**, Marien Ngouabi Street, Windhoek not later than **12:00 AM on Wednesday, 24 July 2024.**

Proposals forwarded by electronic mail will be accepted.

Late quotations will be rejected.

8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

CRITERIA	TOTAL WEIGHT (%)
PART A: TECHNICAL PROPOSAL	
	70
Key professional staff qualifications and competence for the assignment	20
Adequacy of the proposed technical approach, methodology, and work plan in responding to the Terms of Reference	20

Outline of recent experience on assignments of a similar nature	30
PART B: FINANCIAL PROPOSAL	
Cost of Services (Including VAT)	30
TOTAL / WEIGHTED AVERAGE	100

9. Rights, a Public Entity

- (a) Please note that the Commission is not bound to select any of the consultants' submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

10. Duration of Assignment

The duration of the assignment shall be 3 months, which may be extended as agreed between the parties. You should base your financial proposal on these figures, indicating the man-months considered necessary by you to undertake the assignment. The extent spent in Namibia and in offices outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

11. Validity of Proposal

You are requested to hold your proposal valid for ninety (90) days from the deadline for submission of proposals during which period you will maintain, without change, your proposed price. The Commission will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in two weeks after the award thereof, you will be expected to take up/commence the assignment immediately after signing the contract.

13. Tax Liability

Please note that the remuneration that you receive from this contract will be subject to normal tax liability in Namibia; but the Commission shall pay directly or reimburse the taxes, duties, fees, levies, and their impositions in Namibia related to:

- (a) Payments to the Consultant in connection with carrying out this assignment;
- (b) Equipment, materials, and supplies brought into Namibia to carry out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants); and



- (c) Property brought in for your personal use provided the property is subsequently withdrawn.
(This clause shall apply only to foreign Consultants).

14. Insurance

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

15. Confirmation of Invitation to submit a proposal

We would appreciate it if you would inform us by email:

- a) Your acknowledgment of the receipt of this Letter of Invitation within **2 days**; and
- b) Further indicate **whether or not you will be submitting the proposal**.

- 16.** The Commission would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Mrs. Ndapandula Nghamwa
Secretary: Procurement Committee

Enclosed:

- Annexure 1: Terms of Reference
- Annexure 2: Supplementary Information to Consultant
- Annexure 3: Draft Procurement Contract under which service will be performed.

Annexure – 1

TERMS OF REFERENCE

Part 1. Background

Established in 2009, the Namibian Competition Commission (the Commission) is a State-Owned Enterprise established by the Namibian Competition Act, 2 of 2003 (the Competition Act). The Commission is mandated with safeguarding and promoting competition in the Namibian economy.

In 2020 the Commission developed and adopted its third Five (5) year ISBP 2020-2025. The 2020-2025 strategic plan is in its final year of implementation and will end on 31 March 2025. As organizations progress, it is crucial to continually review their strategic direction to maintain relevance in their respective spheres of influence. To enhance institutional capacity, the Commission will assess the current Strategic Plan 2020-2025 and create the next Five (5) year ISBP for 2025-2030. The process involves assessing the current plan, identifying strategic priority areas, accomplishments, and challenges to establish new goals and initiatives for the upcoming ISBP. Further, best practices from similar organizations will be incorporated to improve organizational effectiveness and sustainability by considering the current operating environment.

The primary goal of the consultancy is to develop a Five (5) year ISBP for the Commission for 2025-2030, aligned with the Commission's mandate, National Development Plans, Harambee Prosperity Plan, Vision 2023, and other national priorities while meeting the expectations of the Ministry of Public Enterprises. The Strategic Plan will establish priorities, outcomes, and outputs, along with a time-bound action plan, detailed costing, a monitoring and evaluation framework, and an implementation plan for the next five (5) years.

The ISBP is intended to be a practical tool for mobilizing resources to support the Commission's mission. It will also help the Commission realign its activities to ensure a cohesive vision and a coordinated approach to achieving its goals and objectives. The goal is for the Commission to adopt a new or revised ISBP that builds on past achievements and addresses the changing regional and global landscape. This ISBP will guide the organization's focus for the next five years, enhancing its competitive advantage and long-term sustainability.

The project will be funded by public resources and will follow procedures according to the Public Procurement Act, 15 of 2015.

Part 2. The Services

The consultant will be responsible for the entire strategic planning process including undertaking all activities required to develop an ISBP and ABFP 2025/26.

The scope of the services for the Consultant will include, but will not be limited to:

- a) Conduct a desk review of the Commission's existing strategic documentation and engage in consultations with key stakeholders to develop an in-depth understanding of the Commission and its mandate and current strategic challenges;
- b) Through soliciting input from all stakeholders through interviews, surveys, and focus group discussions, group meetings, and workshops, identify priorities, gaps need, and actions for the Commission to meet its mandate;
- c) Provide an independent assessment report of the Commission's current five-year plan and present the same at the strategic planning workshop;
- d) Plan and facilitate workshops for the development of the ISBP and ABFP;
- e) Prepare the Draft ISBP based on the current/latest Integrated Strategic Business Plan Guidelines provided by MFPE;
- f) Prepare the Commission's ABFP for the 2025/2026 Financial Year as per National guidelines for public entities and international best practices;
- g) Present and deliver the draft ISBP, ABFP, and related governance documents to the Commission Board, Management, staff, and stakeholders to solicit inputs and feedback to improve deliverables, including key strategic objectives, operational approaches, and high-level indicators for success;
- h) Based on the input and consultation prepare the revised and final copy of the five-year ISBP including a detailed implementation plan and the ABFP;
- i) The ISBP and ABFP shall conform to all applicable public enterprise directives and guidelines under PEGA to ensure that the outcomes can be achieved sustainably and effectively contribute towards Namibia's developmental goals and aspirations over its implementation timeframe; and
- j) Act as the main rapporteur at consultation meetings and workshops, recording/ documenting in detail all contributions and outcomes, and maintain proper records of all strategic planning activities for inclusion in the final document and for future references.

Part 3. Facilities to be provided by the Public Entity

The Commission will provide the following for the assignment:

1. Boardroom facilities;
2. All costs associated with the workshop venue;
3. All necessary available background documentation and support the consultant in organizing consultations and activities;
4. Current ISBP;
5. The Commission's Act and rules made under the Act
6. The Draft Competition Bill and rules;
7. Current strategic plan;
8. Current Organogram; and
9. ISBP guidelines from the MFPE.

The Strategy and Research Division will serve as the main point of contact for the Consultant.

Part 4. Contract duration and fees

- a. Provide a comprehensive cost breakdown emphasizing each task in the financial proposal.
- b. Duration of the initial contract: shall be 3 months.
- c. Payment: shall be done upon completion of milestones as per your Workplan and the fees will be rated as quoted.
- d. Payments will be made against detailed invoices indicating the tasks completed.
- e. Invoices should indicate the bank account into which the payment should be made. All payments will be made by Electronic Fund Transfer into the bank account in the name of the Consultant and or the consultancy.
- f. Payment of the Consultant/consultancy for the provision of services shall be within 30 days from the date on which the invoice is submitted.

Part 5. Milestone and Deliverables

The appointed Consultant shall deliver the following:

1. An inception report, which shall include a detailed work plan, schedule, and a list of required documentation for the desk review, delivered Five (5) days before the inception session.
2. An independent assessment report of the Commission's current ISBP.
3. Conduct Stakeholders consultations by engaging with key stakeholders, including board members, management, staff and incorporate their input into the strategic planning process.

4. A Situation Analysis Report to guide during the ISBP workshop resulting from conducting an external environment assessment and internal environment assessment using the Stakeholder Analysis tools, SWOT, and PESTLE/ analysis.
5. Review and refine the Commission's mission, vision, and core values to ensure they reflect the organization's purpose and aspirations clearly and concisely.
6. Goal Setting: Develop specific, measurable, achievable, relevant, and time-bound (SMART) goals that align with the Commission's mission and vision. These goals should address the critical issues identified in the situation analysis and be consistent with the Commission's capacity and available resources.
7. Identify strategic initiatives and develop an action plan. Propose strategic initiatives and action plans that will enable the organization to achieve its goals effectively. Each initiative should include clear objectives, activities, timelines, responsible parties, and performance indicators.
8. Develop a robust monitoring and evaluation framework to track the progress of the strategic plan's implementation. Define key performance indicators (KPIs) and milestones to measure the Organization's success over time.
9. Develop a risk management framework by identifying potential risks and challenges that may hinder the successful execution of the strategic plan. Recommend risk mitigation strategies to address these challenges and ensure the Organization remains resilient in its operations.
10. Identify staff capacity-building needs and provide recommendations for capacity-building initiatives that will strengthen the skills and capabilities of the Organization's management, staff, interns, and volunteers to effectively carry out the strategic plan.
11. A comprehensive articulated draft five-year ISBP with clear deliverables, and key milestones as per the MFPE's current Guidelines and associated Annexures and a well cascaded ABFP 2025/26.
 - a. Compile all findings, analyses, and recommendations into a comprehensive strategic plan document. The document should be presented in a clear, concise, and visually engaging format to facilitate understanding and buy-in from the Commission's staff and all stakeholders.
 - b. Present the strategic plan to the Commission's board, management, staff, and stakeholders, allowing for feedback and incorporating any essential revisions before finalizing the document.
12. Final ISBP and ABFP documents incorporating all official inputs.
 - a. Facilitate and document stakeholder consultations and workshops.
 - b. Compile inputs from stakeholders.
 - c. Review the draft Strategy based on the stakeholder inputs.
 - d. Finalize and present the revised draft to the Commission's board and staff.
 - e. Participate in the presentation to stakeholders for final approvals.
13. Make relevant recommendations on any identified or possible gaps that may hamper the Commission from achieving its vision through its mission and Strategic Objectives through its Strategic Initiatives.

14. The outputs must match high-quality standards. The text of the reports should be illustrated, as appropriate, with maps, graphs, and tables. The consultant will be responsible for editing, proofreading, and the layout and design of the ISBP and ABFP.

The activities, deliverables, and timeframes within which the activities are to be undertaken should be contained in a Work Plan submitted by the Consultant/consultancy. The Work Plan should describe the timeframe and manner in which the work will be executed.

The final Work Plan will form part of the Procurement Contract and will be agreed to between the Commission and the Consultant/consultancy before signing the Procurement Contract.

The proposed activities, deliverables, and timeframes are contained in the tables below. The Consultant's/consultancies proposed Work Plans may differ from the Commission's proposed activities, deliverables, and timeframes, however, reasons for proposed deviations should be motivated.

No	Activities	Timelines (days)	Responsible person
1	Inception Report	5 days	Consultant
2	Inception Session with Service Provider to discuss the inception report	1 day	NaCC/Consultant
Development of the ISBP			
3	Stakeholders' consultation workshops for the ISBP with staff and management	5 days	NaCC/Consultant
4	Preparation of the Draft ISBP	15 days	Consultant
5	Feedback from the Commission board, management, and staff	10 days	NaCC
6	Integrate comments and suggestions and produce the revised ISBP	5 days	Consultant
7	Presentation (workshop) of the ISBP to the Commissions Board, Management staff and other stakeholders.	2 days	NaCC/Consultant
8	Submission of final ISBP	10 days	Consultant
Development of the ABFP			
9	Stakeholders' consultation workshop for the ABFP with board, management and staff	1 day	NaCC/Consultant
10	Preparation of the Draft ABFP	10 days	Consultant
11	Feedback from the Commission board, management and staff	10 days	NaCC

12	Integrate comments and suggestions and produce the final ABFP	5 days	Consultant
13	Presentation (workshop) of the ISPB and ABFP to the Commissions Board, Management staff, and other stakeholders.	1 days	NaCC/Consultant
14	Submission of final ABFP	5 days	Consultant

QUALIFICATION, EXPERIENCE AND COMPETENCIES

The consultant must have:

1. At least a master's degree in a relevant field related to business planning, strategic planning, strategic management, change management, policy and strategic development, institutional development, research, statistics, economics, finance, human resources, or any other related fields.
2. The ideal consultant must have knowledge and proven expertise in the following areas:
 - a) Familiar with the integration of strategic and business plans;
 - b) At least 8 years of proven work experience in the fields mentioned, such as strategic planning and management, policy and strategic development, and institutional transformation;
 - c) Participatory approaches in conducting assessments and facilitating strategic planning process;
 - d) Demonstrated track record of interventions on strategy development for the private sector and regulatory bodies, with an understanding of regulators' mandates;
 - e) Proven record in strategic formulation. Provide at least five (5) three reference letters of similar or related projects already concluded in the last 5 years;
 - f) Familiarity with international best practices in strategic planning and sound knowledge of strategic planning approaches and processes;
3. The consultant should possess the following skills and Competencies:
 - a) Must have analytical and organizational skills with the ability to prioritize, lead, and work independently;
 - b) Demonstrates integrity, fairness, and professionalism in meeting commitments, observing deadlines, and achieving results;
 - c) Must be result-oriented and a team player exhibiting high levels of enthusiasm, tact, diplomacy, and integrity;
 - d) Must demonstrate excellent interpersonal and professional skills for working with government, state-owned enterprises, and strategic stakeholders;
 - e) Must have strong interpersonal skills and the ability to communicate and work well with diverse people from diverse cultural backgrounds;
 - f) Must have skills in facilitating stakeholder engagement and workshops.



- g) Proficiency with analytical and presentation tools;
- h) Ability to capacity to analyse and conceptualize policy documents and legislation.
- i) Must have strong report writing and presentation skills; and
- j) Excellent command of written and spoken English, including the ability to convey complex concepts and recommendations in a clear and persuasive style tailored to different audiences.

Annexure - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

a. TECHNICAL PROPOSALS

(i) **Bid Submission Form / Cover Letter** (Form-1). Attach thereto:

- a. **Checklist;**
- b. **Company Profile;**
- c. **Bid Securing Declaration;**
- d. **Documents Confirming Eligibility** listed in paragraph 6 of the Letter of Invitation:
 - **Good Standing Tax Certificate;**
 - **Good Standing Social Security Certificate** or if the Bidder does not employ any employees, a sworn statement to that effect;
 - **Affirmative Action Compliance Certificate**, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
 - **Written undertaking as contemplated in section 138(2) of the Labour Act**

(ii) **Curriculum Vitae/s** of Consultant (Form F-2);

(iii) An **outline of recent experience** on assignments/projects of a similar nature executed during the last five years (Form F-3);



- (iv) **Comments or suggestions on the Terms of Reference (TOR)** if any;
- (v) The Consultant's/ consultancies **comments on the data, services and facilities** to be provided by the Commission indicated in the Terms of Reference (TOR), if any;
- (vi) **Proposed Technical Approach, Methodology, and Work Plan** describing the manner in which the Consultant/consultancy would plan to execute the work. Consultant's/ consultancies proposed Work Plans may differ from the Commission's proposed activities, deliverables and timeframes, however, reasons for proposed deviations should be motivated.

b. FINANCIAL PROPOSALS (FORM F- 4)

- 2. The proposals shall be submitted in **one original and one copy clearly marked as such**.
- 3. The proposals shall be submitted in **two separate envelopes marked "Technical Proposal" and "Financial Proposal"**.

Contract Negotiations

- 1. The negotiations aim to reach an agreement on all points with the Consultant/consultancy and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of the Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.
- 2. Once these matters have been agreed upon, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

- 1. A review committee as set up by the Commission will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt of the reports.

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for the *Development of the 2025-2030 Integrated Strategic Business Plan and the 2025/2026 Annual Business and Financial Plan*

I/We -----herewith enclose Technical and Financial Proposals for selection as Consultant for the Namibian Competition Commission.

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____

Full name: _____

Address: _____

BID SECURING DECLARATION

**(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))**

Date:

Procurement Ref No.:

**To: NAMIBIAN COMPETITION COMMISSION
MARIEN NGOUABI STREET
WINDHOEK, NAMIBIA**

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) A modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) Refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) Failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or**
- (d) Failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:*[insert signature of person whose name and capacity are shown]*

Capacity of:.....*[indicate legal capacity of person(s) signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of:..... *[insert complete name of Bidder]*

Dated on this day of,

[Note: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

****delete if not applicable / appropriate***



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....
Registration Number :.....
VAT Number:
Industry/Sector:
Place of Business:.....
Physical Address:.....
Tel No.:.....
Fax No.:.....
Email Address:.....
Postal Address:.....
Full name of Owner/Accounting Officer:.....
Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....
Procurement Description:
Anticipated Contract Duration:
Location where work will be done, good/services will be delivered:

3. UNDERTAKING

I[insert full name], owner/representative of.....[insert full name of company]
hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:
Date:
Seal:.....

Please take note:

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: *Day/Month/Year*

[Signature of Consultant]

Full name of Consultant: _____

FORM F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

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

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

CHECKLIST

Description		Attached (Tick)
1	Bid Submission Form / Cover Letter (Form-1)	
2	Company Profile	
3	Bid Securing Declaration	
4	Certificate of Good Standing – Receiver of Revenue	
5	Certificate of Good Standing – Social Security	
	OR If the Bidder has no employees, a sworn statement to that effect	
6	Affirmative Action Compliance Certificate	
	OR	
	Exemption	
	OR Proof from the Employment Equity Commissioner that you are not a relevant employer	
7	A written undertaking as contemplated in section 138(2) of the Labour Act	
	OR If the Bidder has no employees, a sworn statement to that effect	
8	Curriculum Vitae/s of Consultant	
9	An outline of their recent experience on assignments/projects of similar nature executed during the last five years (Form-3)	
10	Work Plan describing the manner in which the Consultant would plan to execute the work	
11	Financial Proposal (Form-4) submitted is a separate envelope marked “Financial Proposal”	

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

Cost Estimate of Services¹

Remuneration:

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

Out-of-Pocket Expenses² :

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

Currency of Quotation: Namibia Dollars (N\$)

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

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

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

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

Item No	Brief Description of Services Integrated Strategic Business Plan & Annual Business & Financial Plan	Quantity	Unit Price	Total Price
A	B	C	D	E
1	Integrated Strategic Business Plan produced			
2	Annual Business and Financial Plan produced			
			Subtotal	
			VAT@%	
			Total	

[Enter 0% VAT rate if VAT exempt]



SERVICE CONTRACT

entered into between

NAMIBIAN COMPETITION COMMISSION

(Referred to herein as “the Commission” and represented by **Vitalis Ndalikokule**, in his capacity as the CEO/Secretary and Accounting Officer of the Namibian Competition Commission)

and

.....

(Referred to herein as “the Consultant” and represented by, in his/her capacity as

TABLE OF CONTENTS

Page

Preamble	
Article I	Scope of Services
Article II	Commencement of Services and Duration of Contract
Article III	Duties of the Consultant
Article IV	Payment for the Services
Article V	Confidentiality and Ownership of Documents
Article VI	Assignment and Sub-Contracting
Article VII	Liability of the Consultant
Article VIII	Force Majeur
Article IX	Termination of Contract
Article X	Dispute Settlement
Article XI	Modification or Amendment
Article XII	Effective Date
Article XIII	Channel of Communications and Notices
Article XIV	Governing Law
ANNEX I	Terms of Reference
ANNEX II	Work Plan
ANNEX III	Contract Amount and Method of Payment

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

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

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

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

2.2 The Services shall be carried out in accordance with the timeframes set out in Work Plan and the entire assignment shall be completed within 3 months from the date of signature of this agreement. This period may be extended by mutual agreement in writing between the parties.

ARTICLE III
DUTIES OF THE CONSULTANT

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

ARTICLE IV

PAYMENT FOR THE SERVICES

[the Financial Proposal on Form F4 will form the basis of Annex III]

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

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

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

ARTICLE VII

LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII

FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than 7 days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than 7 days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of sixty (60) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

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

ARTICLE XI
MODIFICATION OR AMENDMENT

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

ARTICLE XII
EFFECTIVE DATE

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

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

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

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

Date: _____

FOR THE PUBLIC ENTITY

FOR THE CONSULTANT

- Annex I – Terms of Reference
- Annex II – Work Plan
- Annex III – Contract Amount and method of payment