



**Namibian
Competition
Commission**

REQUEST FOR PROPOSAL FOR

**PROVISION OF CONSULTANCY SERVICES FOR
THE PEER REVIEW OF THE NAMIBIAN COMPETITION COMMISSION'S PRIVATE HEALTH SECTOR
STUDY**

PROCUREMENT REFERENCE NO:

CS/RP/NACC-01/24/25

ISSUED ON:

05 JULY 2024

CLOSING DATE:

24 JULY 2024 @ 12H00 PM

COST: FREE

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

LETTER OF INVITATION

Dear Prospective Consultant

**SUBJECT: PROVISION OF CONSULTANCY SERVICES FOR THE PEER REVIEW OF THE NAMIBIAN COMPETITION COMMISSION'S PRIVATE HEALTH SECTOR STUDY
CS/RP/NACC-01/24/25**

1. You are hereby invited to submit technical and financial proposals for the provision of professional consultancy services for a consultant for the health study review 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 consultancy service is for:
 - (a) the peer review of the Private Healthcare Sector Study report.
3. The following documents are enclosed to enable you to submit your proposal:
 - a) the Terms of Reference (TOR) [Annexure 1].
 - b) supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
 - c) Instruction for preparation of bid [Annexure 3]
 - d) Contract [Annexure 4]
4. Any request for clarification should be forwarded in writing to the Commission, email NaCCProcurement@nacc.com.na. Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that consultants/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.
6. **Eligibility**
 - a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
 - b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
 - c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

7. Technical Requirements

This task will be completed by a consultant having submitted a proposal which include the following information.

- a) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs).
- b) The Consultant must describe how they will deliver the demands of the RFP by:
 - (i) providing a detailed description of the essential performance characteristics,
 - (ii) reporting conditions and quality assurance mechanisms that will be put in place,
 - (iii) while demonstrating that the proposed methodology will be appropriate to the key deliverable of the Commission.
- c) Key consultants 'qualifications and competence for the service –
 - (i) Names and qualifications of the key personnel that will perform the services indicating team leader (lead consultant) and support team etc.
 - (ii) CVs demonstrating qualifications and experiences of all listed above in (i) must be submitted (Form NaCC F-4); and
 - (iii) Written confirmation from each person that they are available for the entire duration of the contract.
- d) Track Record –
 - (i) An outline of recent experience on comparable assignments/projects executed during the last five years, which proof successful experience in peer review, editorial, fact verification and data verification. (Form NaCC F-5) – (attached three (3) contactable references letter).
 - (ii) Expertise of the Consultant or Firm – Detailed Company Profile describing the nature of business, field of expertise, licenses, certifications, and accreditations.
 - (iv) Any comments or suggestions on the Consultant on the Terms of Reference (TOR).

8. Submission of Proposals

The proposals from the consultants shall be submitted by email or by hand in two separate envelopes and each accompanied by a copy, namely Technical and Financial proposals, and should follow the form given in Annexure 2 - "Supplementary Information for Consultants".

The proposals must be deposited in the Bid Box placed at the Namibian Competition Commission, Marien Nguoabi Street, Windhoek on or before, 24 July 2024 at 12:00 PM.

Proposals should **not** be forwarded by electronic mail. Late bids will be rejected.

9. Evaluation of proposals

The evaluation of proposals will be carried out as per the criteria indicated in Annexure 3 of the bidding document.

The procurement contract will be awarded to the lowest evaluated substantially responsive Consultant.

10. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement.

Proposals from Consultants should score at least 80% for the Technical Proposals to be retained for further consideration.

Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will move to 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 pricing proposals.

11. Rights of a Public Entity

- a) Please note that the *Namibian Competition 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.

12. Duration of Assignment

The expected duration of the service is 60 working days and include some level of internal and/or external stakeholder consultations whether in person, telephonic or via e-mail.

13. Validity of Proposal

You are requested to hold your proposal valid for one hundred and eighty (180) 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.

14. Mandatory Requirements

For the bid to meet the mandatory requirements, the Consultant must submit the following documents as outlined in section 50 of the Act:

- a) an original or certified copy of a valid certificate of good standing with the Receiver of Revenue.
- b) a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission.
- c) as required by the Affirmative Action (Employment) Act, 1998 (Act No. 29 of 1998) -
 - (i) a certified copy of a valid affirmative action compliance certificate issued under section 41 of that Act.
 - (ii) a certified copy of an exemption issued under section 42 of that Act, or
 - (iii) a certified copy of proof from the Employment Equity Commissioner that the Consultant or supplier is not a relevant employer as defined in that Act.
- d) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007(Act No. 11 of 2007), and
- e) a certified copy of a valid –
 - (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.
 - (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia.
 - (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia, or
 - (iv) partnership agreement in the case of a partnership, a valid joint venture agreement in

the case of a joint venture or a valid agreement in case of other similar arrangements, but a Consultant or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d) as well as (f) to (i).

- f) Complete and submit a signed Bid Submission Form.
- g) Complete and submit a Bid Securing Declaration Form.
- h) Complete and submit a completed Self Declaration Form.
- i) Complete and submit a Declaration in Respect of Exclusive Preference (where applicable), *(Kindly note that failure to complete and/or submit this document will not be grounds for disqualification)*

NB!! Certification of documents should be done by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

Only documents with original certification stamps will be accepted.

Scanned copies of certified documents (in colour or black and white) are not accepted.

All copies of documents should be in black and white.

Certification of documents should not be older than 6 months.

15. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded within 30 days from the closing of the bid, you will be expected to take up/commence with the assignment as need arise and as instructed by the Commission.

16. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia.

17. Insurance

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

18. Confirmation of Invitation to submit proposal

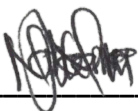
We will appreciate if you would inform us by email at NaCCProcurement@nacc.com.na

Your acknowledgement of the receipt of this Letter of Invitation within two (2) days; and

- a) Further indicate whether you will be submitting the proposal.

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

Yours faithfully,



Mrs. Ndapandula Nghamwa

Secretary: Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Instruction for Preparation of Bid

Annexure 4: Contract under which service will be performed.

TERMS OF REFERENCE FOR PROVISION OF CONSULTANCY SERVICES FOR THE PEER REVIEW OF THE NAMIBIAN COMPETITION COMMISSION'S PRIVATE HEALTH SECTOR STUDY CS/RP/NACC-01/24/25

Part 1: Background

The Namibian Competition 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 line with section 16 (1) of the Competition Act, the Commission is responsible for conducting research (market studies & enquiries) for the efficient enforcement of competition law:

- On matters referred to it by the Minister and
- To assist the Commission with its investigations

Further, the Commission is entrusted to evaluate the economic impact of competition cases and policy initiatives and;

- Accordingly, advise the Minister of Industrialisation and Trade; and
- Implement/propose measures to increase market transparency.

The health sector is one of the most important sectors in the country's socio-economic and developmental agenda. Over the past years, the Commission has been receiving complaints in the private healthcare sector. The complaints relate to concerns of anticompetitive practices which may impede competition and increase the cost of healthcare services. Another major development in the sector was the complaint against the Namibian Association of Medical Aid Funds (NAMAF) in respect of its application of the benchmark tariff system. While the Commission was investigating the complaint against NAMAF, in 2017, NAMAF challenged the Commission in the high court, alleging that the Commission did not have jurisdiction over NAMAF and its activities. The Commission opposed the challenge and argued that the Commission had jurisdiction over NAMAF and its member medical aid funds as per the Competition Act. The High Court dismissed NAMAF's application and ruled that the Commission had jurisdiction over NAMAF and its members. This position was however set aside by the Supreme Court on 19 July 2017 which found NAMAF not to be an association of undertakings as per the Competition Act, and as such did not fall within the purview of the Competition Act.

Against this background, the Commission undertook to carry out a study to understand the structure of the private healthcare sector in Namibia and to analyse the cost trends in the sector over the years. Additionally, the study aims to assess the impact of the Supreme Court's judgement on the Commission's jurisdiction over NAMAF and its member medical aid funds on the medical professions and on consumers. Gaining an

understanding of the above objectives would aid the Commission in carrying out its enforcement and or advocacy mandate as well as to provide an overview of the level of competition in the private healthcare and sound recommendations for key policy makers to enhance competition.

Part 2: The Services

The consultant will be responsible for peer review of the Private Healthcare Sector Study report and provide inputs to finalise the study report. The scope of work for the consultant includes but is not limited to:

The consultant is therefore expected to:

- a. Conduct verification of facts presented in the report and verify data.
- b. Provide suggestions on how to improve the quality of the report and identify errors that need correcting.
- c. Review the results and recommendations of the study and provide high quality technical inputs thereon.
- d. Consult with the Commission and with external stakeholders where required.
- e. Incorporate the suggested input once approved by the Commission.
- f. Provide a written report with all the approved changes incorporated as well as grammar, language and editorial and alignment.
- g. Provided a final report in a PDF and Word format.

Part 3: Engagement Criteria

3.1 Key Competencies and Qualifications of the Successful Consultant

The consultant should have the following minimum qualifications, experience, and expertise:

- a. Master's or doctorate degree in economics or related fields.
- b. A consulting expert with 10 years or more experience in economic research.
- c. Knowledge of competition law and economics.
- d. Knowledge of the private healthcare sector
- e. Proven knowledge of data collection methods.
- f. Proficiency in data analysis tools and statistical applications.
- g. Excellent written and compositional skills.
- h. Excellent time management skills.
- i. Excellent written and oral communication skills in English required.

3.2 Behavioural Competencies:

- a. Ability to be flexible and respond to changes as part of the review and feedback process.
- b. Strong interpersonal skills, able to communicate and work with diverse people.
- c. Participate effectively in team-based, information-sharing environment, collaborating and cooperating with others.
- d. Focus on impact and results for the client; and
- e. Solid analytical, presentation, interpersonal, communication, and negotiation skills.

3.3 Facilities to be provided by the Public Entity

The Commission will provide access to all information required as well as controlled access to the facilities should the need arise. All necessary available background documentation and support the consultant in organizing consultations and activities, which includes;

- a. Health Study Report
- b. All documentation used in the conducting of the study

3.4 Contract duration and payment

Duration of Initial Contract

The consultancy services must be prepared to complete the assignment up to the stage of the submission of the final report within 60 working days of commencement.

Payment

Payment will be made within 10 days of receipt of invoices by the Commission.

Invoices should be sent as soon as the respective deliverables are agreed on with the client.

NO.	DELIVERABLE	CONTENTS	TIME FRAME	% PAYMENT
1	Inception report	Detailed workplan	10 days	0
2	Draft 1	Report with suggested changes	40 days	50%
3	Final report	Final draft report documents	60 days	50%

Part4: Deliverables

The consultancy should result in the following outcomes:

NO.	DELIVERABLE	DESCRIPTION
1	Peer Reviewed Final Report in WORD	Peer reviewed report covering the scope as set out in part 2
2	Peer Reviewed Final Report in PDF	Peer reviewed report covering the scope as set out in part 2

All documents submitted must conform to the following minimum standards:

- Use language appropriate for a non-technical audience.
- Be comprehensive, properly formatted and well presented.
- Provide justifications for all assumptions; and
- Show evidence of consultation.

Part 5: Contracting Parties

The contract will be signed between the Commission and the appointed consultant, in accordance with standard agreement of either party.

Part 6: Date of Commencement and Duration of the assignment

The appointed consultant shall commence with the assignment upon the signing of the Contract.

Total duration of the contract is maximum of sixty (60) days.

Annexure – 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

Technical Proposals

- a) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) -
 - i. the Consultant must describe how it will deliver the demands of the RFP,
 - ii. providing a detailed description of the essential performance characteristics,
 - iii. reporting conditions and quality assurance mechanisms that will be put in place,
 - iv. while demonstrating that the proposed methodology will be appropriate to the key deliverable of the Commission.
- b) Key consultants' qualifications and competence for the service –
 - i. Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.,

- ii. CVs demonstrating qualifications must be submitted (Form NaCC F-4),
 - iii. Written confirmation from each person that they are available for the entire duration of the contract.
- c) Track Record –
- i. An outline of recent experience on comparable assignments executed during the last five years which proof successful experience in developing and implement the change management and organizational culture transformation programme (Form NaCC F-5) – (attached three (3) contactable references letter).
- d) Expertise of the Consultant or Firm – Detailed Company Profile describing the nature of business, field of expertise, licenses, certifications, and accreditations. Attaching all mandatory documents as required.

Financial Proposals

- a) A financial proposal that includes a detailed cost breakdown as per key deliverables, including but not limited to estimated total cost and provisions for contingencies.

Submission of Proposals

- a) The proposals shall be submitted in one (1) original and one (1) copy).
- b) Technical and Financial proposals must be submitted in separate envelopes.

Contract Negotiations

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

Annexure – 3

INSTRUCTION FOR PREPARATION OF BID

TITLE: PROVISION OF CONSULTANCY SERVICES FOR THE PEER REVIEW OF THE NAMIBIAN COMPETITION COMMISSION'S PRIVATE HEALTH SECTOR STUDY CS/RP/NACC-01/24/25

Please use suggested instructions below on how to prepare your bid.

1. Please give your best proposal in response to the RFP.
2. Submit two separate proposals in separate envelopes, one for technical proposal and the other for financial proposal.
3. Complete your response as follows:
 - a) Complete the Bid Submission **Form NACC.F-1.**
 - b) Mandatory Requirements –

For the bid to meet the mandatory requirements, the Consultant must submit the following documents as outlined in section 50 of the Public Procurement Act:

- i. an original or certified copy of a valid certificate of good standing with the Receiver of Revenue.
- ii. a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission.
- iii. as required by the Affirmative Action (Employment) Act, 1998 (Act No. 29 of 1998) -
 - a certified copy of a valid affirmative action compliance certificate issued under section 41 of that Act.
 - a certified copy of an exemption issued under section 42 of that Act, or
 - a certified copy of proof from the Employment Equity Commissioner that the Consultant or supplier is not a relevant employer as defined in that Act.
- iv. written undertaking as contemplated in section 138(2) of the Labour Act, 2007(Act No. 11 of 2007), and
- v. a certified copy of a valid –
 - certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.
 - certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia.
 - document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia, or
 - partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements,

but a Consultant or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d) as well as (f) to (i).
- vi. Complete and submit a Declaration in Respect of Exclusive Preference (where applicable), *(Kindly note that failure to complete and/or submit this document will not be grounds for disqualification)*

- b) **NB!!** Certification of documents should be done by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).
- c) Only documents with original certification stamps will be accepted.
- d) Scanned copies of certified documents (in colour or black and white) are not accepted.
- e) All copies of documents should be in black and white.
- f) Certification of documents should not be older than 6 months.

- c) Complete and sign the Bid Securing Declaration **Form NACC.F-2** and include the form in the Technical Proposal envelope.
- d) Formulate your Technical Proposal in response to the TOR in Annexure – 1 and use **Form NACC.F-3** as guide. **Form NACC.F-3** shall be included in the Technical Proposal envelope.

- e) Include the curriculum vitae/ resume for principal facilitators/experts who will engage in this assignment. **Use Form NACC.F-4. NACC. F-4** and include form in the technical envelope.
 - f) Include the list of completed assignment of similar nature. Use **Form NACC**
 - g) **.F-5** and include form in the technical envelope.
 - h) Formulate your Financial Proposal by completing **Form NACC.F-6**. Please note that currency is Namibia Dollars. **Form NACC.F-6** shall be included in the Financial Proposal envelope.
 - i) Complete and sign the self-declaration of the conditions of non-eligibility. Use **Form NACC.F-7**.
 - j) Complete and sign written undertaking as contemplated in section 138(2) of the Labour Act, 2007(Act No. 11 of 2007) **NACC.F-8**.
4. The Proposals shall be submitted in two separate envelopes.
- one should be marked “Technical Proposal” and
 - the other marked “Financial Proposal”,
 - dully marked with Bid Number “RFP No: **CS/RP/NACC-01/24/25**and

Titled “ **PROVISION OF CONSULTANCY SERVICES FOR THE PEER REVIEW OF THE NAMIBIAN COMPETITION COMMISSION’S PRIVATE HEALTH SECTOR STUDY CS/RP/NACC-01/24/25**

- ***Please make sure that your financial proposal (Form NACC.F-6) is properly sealed***
- To be deposited into the Bid box on or before: **Wednesday, 24 July 2024 at 12h00 am, Namibian time.**
- All envelopes should bear details of the bidding company.

Consultants must note that if technical and financial proposals are packaged in one document, it will warrant automatic disqualification.

BID SUBMISSION FORM

From: _____ To: _____

PROVISION OF CONSULTANCY SERVICES FOR THE PEER REVIEW OF THE NAMIBIAN COMPETITION COMMISSION'S PRIVATE HEALTH SECTOR STUDY CS/RP/NACC-01/24/25

I/We -----herewith enclose Technical and Financial Proposals for selection as Consultant for the *[name of public entity]*.

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

Yours faithfully

Signature: _____
Full name: _____
Address: _____

BID SECURING DECLARATION

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

Date: _____

Procurement Ref No.: _____

To: _____

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 Consultant 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 Consultant; 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 Consultant

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 Consultant]

Dated on _____ day of _____, _____

[insert date of signing]

Corporate Seal (where appropriate)

TECHNICAL PROPOSAL RESPONSE

Item	Instruction	
Request for proposal response	Attach/Append your response to the scope in the Terms of Reference. Annexure 1. Demonstrate how you will meet the implementation/ requirements in the scope of Terms of Reference	
Outline Plan (if applicable)	Attach/Append the implementation plan/ schedule. Please provide the intent starting and the completion dates of the project.	
Consultant(s) Resume	Attach/Append the resume (CV)for key consultant(s) for the engagement. Please use the suggested format FORM NaCC.F-4	
List of previous engagement	List of similar assignment for the last 5 years. Use Form NaCC.F-5	
Comments to the TOR	Any comments or suggestions of the Consultant on the Terms of Reference (TOR).	
Comments on services and facilities	The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).	

This offer is valid for _____ days.

Technical proposal authorized by:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company:		

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: *Day/Month/Year*

[Signature of Consultant]

Full name of Consultant: _____

FORM NACC F-5**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

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

SI.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.)

FINANCIAL PROPOSAL

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:					_____
(c) Lump Sum Miscellaneous Expenses ⁴ :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
Total Estimate:					_____

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

SELF-DECLARATION

Title: PROVISION OF CONSULTANCY SERVICES FOR A CONSULTANT FOR HEALTH STUDY PEER REVIEW FOR THE NAMIBIAN COMPETITION COMMISSION - CS/RP/NACC-01/24/25

I/We the undersigned declare that:

- 1) I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission.

- 2) I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.

- 3) I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

- 4) I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest.

- 5) I/ we will not seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at _____ this ____ day of _____ 20____

Signature (of duly authorised officer): _____.

Full Name and Designation: _____

AN UNDERTAKING ON THE PART OF THE CONSULTANT FORM



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2007 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:.....

Tell 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.*

DECLARATION IN RESPECT OF EXCLUSIVE PREFERENCE

Paragraph 9(3) and Annexure 6 of the Code of Good Practice on Preferences Referred to in Section 71 and 72 of Public Procurement Act, 2015

Consultant must tick the appropriate box to indicate the category under which it has made a declaration.

1. Manufacturer

CATEGORIES OF CONSULTANTS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
1	Manufacturer	- Cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant (please refer to code of good practice for above stated annexures)	Yes	
			No	

If yes, please complete the part below, including the cost structure form. The form may be reproduced, but it should be in the same format or reflect the whole information on it.

Manufacture's Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice

I/We hereby declare that the manufactured goods meet the local content as determined in Annexure 1 of Code of good practice, as per the cost structure for Value Added Calculation.

The Local Value-Added amounts to: N\$ _____

NB: The cost structure reflecting the above amount must be attached to the bid for reference. (See last attachment)

2. Micro, Small and Medium Enterprises

CATEGORIES OF CONSULTANTS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
2	Micro, Small and Medium Enterprise	- certified copy of SME registration certificate	Yes	
			No	

If yes, percentage indicating Namibian MSME ownership	
---	--

3. Women Owned Enterprise

CATEGORIES OF CONSULTANTS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
3	Women owned enterprise	- Certified copy of identity documents (IDs) of all stakeholders - Certified copy of: founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificate	Yes	
			No	

If yes, percentage equity owned by Namibian women	
---	--

4. Youth Owned Enterprise

CATEGORIES OF CONSULTANTS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
4	Youth owned enterprise	<ul style="list-style-type: none"> - Certified copy of identity documents (IDs) of all stakeholders - Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate 	Yes	<input type="checkbox"/>
			No	<input type="checkbox"/>

If yes, percentage equity owned by Namibian youths	
--	--

5. Previously Disadvantaged Person owned Enterprise

CATEGORIES OF CONSULTANTS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
5	Previously Disadvantaged Person owned enterprise	<ul style="list-style-type: none"> - Certified copy of identity documents (IDs) of all stakeholders - Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate 	Yes	<input type="checkbox"/>
			No	<input type="checkbox"/>

If yes, percentage equity owned by previously disadvantaged Namibians	
---	--

6. Suppliers Providing Environmental Protection

CATEGORIES OF CONSULTANTS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
6	Suppliers providing environmental protection	- Evidence that the Consultant promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources	Yes	<input type="checkbox"/>
			No	<input type="checkbox"/>

If yes, Consultant must provide evidence or elaborate on any initiatives to protect the environment, maintain ecosystems and the sustainable use of natural resources.

7. Suppliers Providing Employment to Namibians

CATEGORIES OF CONSULTANTS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
7		- Declaration that the Consultant employs 50% or more Namibian citizens	Yes	<input type="checkbox"/>

	Suppliers providing employment to Namibians	- Certified copies of Namibian citizens employed by the Consultant	No	
--	---	--	----	--

If yes, kindly provide an organogram indicating the total number of employees. In addition, provide a list of all Namibians with proof of identifications.

ANNEXURE 1
COST STRUCTURE FOR VALUE ADDED CALCULATION
(Paragraph 1)

	Product 1	Product 2
	N\$	N\$
Raw Materials, Accessories and Components		
• Imported (CIF)		
• Local (Value Added Tax and Excise Duty Fee)		
• Local (Cost, Insurance, Freight)		
Labour Cost		
• Direct Labour		
• Clerical Wages		
• Salaries to Management		
Utilities		
• Electricity		
• Water		
• Telephone		
Depreciation		
Interest on Loans		
Rent		
Other (please specify)		
TOTAL COST		
COST OF IMPORTED INPUTS		
LOCAL VALUE ADDED		
% LOCAL VALUE ADDED		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

NB! The cost structure must be certified by an Accountant.

This form maybe reproduced, but it should be in the same format or reflect the whole information on it.

I/We* hereby declare that the information provided above outlines the preferences that I/We* qualifies for, and that the information provided is correct

Signed: _____

Name: _____

Dated on _____ day of _____, _____

BID EVALUATION CRITERIA

Title: PROVISION OF CONSULTANCY SERVICES FOR THE PEER REVIEW OF THE NAMIBIAN COMPETITION COMMISSION'S PRIVATE HEALTH SECTOR STUDY CS/RP/NACC-01/24/25

1. Evaluation Method

The Least Cost and Acceptable Quality Selection Method (as defined in the Public Procurement Act section 27(b) (iv) will be applied for this Request for Proposal.

2. Evaluation Process

The proposal will be evaluated according to the method stated in the Letter of Invitation.

2.1. Stage 1: Evaluation of Mandatory Requirements

The table below will be used for evaluation of the first stage. Consultants shall comply with all the criteria listed in the table below for further evaluation. All certifications are to be done by a **Commissioner of Oath**.

NB: Copies of certified copies will not be accepted. Please ensure all relevant documentation is original certified copies.

2.1.1 Mandatory Requirements			
Criteria	Yes/Pass	No/Fail	Supporting Document
Certified copy of valid registration certificate or relevant registration documentation as outlined in this document			Certified copy of document/s stated in paragraph 5(e))
An original or certified copy of a valid certificate of good standing with the Receiver of Revenue.			Certificate of good standing

A valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission			Certificate of good standing or confirmation letter
Affirmative action compliance: - Certified copy of certificate, or - Certified copy exemption, or - Certified copy of proof.			Affirmative action compliance certificate/exemption/proof as stated
Completed Undertaking in terms of section 138 of the Labour Act			Completed form in bidding document
Completed Bid Submission Form			Form in bidding document
Completed Bid Securing Declaration Form			Form in bidding document
Completed Self Declaration Form in respect of eligibility criteria			Form in bidding document
Completed Declaration in respect of Exclusive Preference (where applicable)			Form in bidding document

Consultants who fully comply with Stage 1: Evaluation of Mandatory Requirements, will be further evaluated technically in Stage 2.

2.2. Stage 2: Evaluation of Technical Proposals (80 %)

Consultants are required to obtain a minimum score of 80% to be considered technically compliant. The technical proposal will be assessed on the following criteria:

Technical Evaluation Criteria (Stage 2) = 100 %				
No	Item Description	Criteria	Sub-Scores	Total Score
1	<p style="text-align: center;">TRACK RECORD</p> <p>References must include list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects by the firm and the individuals to be involved in the project.</p> <p>A company profile with detailed information on contracts of similar nature carried out in the last 5 years should be provided.</p>			30%

	<p>The minimum requirements for the firm:</p> <p>Extensive and proven experience in conducting economic, and competition law and policy research, during the last ten (10) years.</p> <p>A company profile and documentary evidence in successfully undertaking projects of a similar nature (evidence should relate to similar successfully completed projects, with a reference of the success of the project from the client). (attached list of previous and current relevant clientele)</p> <p>Attach proof of three (3), or more recent (not older than 10 years) contactable references.</p> <p>Reference verification will be done.</p> <p>Reference letters should include the name of the entity, nature (scope) of contract, contact person and office telephone number and email address.</p> <p>The onus is on the Consultant to provide the correct contact details. Non- responsiveness of the referees can affect the scoring. False referencing can lead to immediate disqualification and will have consequences.</p>	3 reference letters + supporting evidence	30%	
		2 reference letters + supporting evidence	20%	
		1 reference letter + supporting evidence	10%	
		None	0%	
2	<p align="center">WORK PLAN / METHODOLOGY</p> <p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</p> <p>The number of points to be assigned for this criterion shall be determined considering the following and the weight allocated to each criterion below will contribute to the overall score of 40%</p> <p>*All criteria from a) to e), below totals 100%</p>			40%
	<p>a) The methodology is clear and complete: all key deliverables, resources mobilised, list of activities, risks and assumptions are included: Weight 30%</p>			
	<p>b) The methodology is relevant: it brings an added value to the TORs and contains innovations: The work plan is detailed, realistic and in line with the TORs and proposed methodology: Weight 30%</p>			
	<p>c) The proposal conforms to the timelines indicated in the invitation: Weight 15%</p>			

	<p>d) Work plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel: (NB, kindly attach certified copies of proofs of citizenship, relevant qualifications, and professional registrations of each personnel listed. CVs should also be submitted) Weight 15%</p>		
	<p>e) Understanding of the assignment based on the appropriateness of the work plan: Weight 10%</p>		
	<p>Work Plan / Methodology meets the following as per the set criteria above:</p>	70-100%	30%
		50-69%	15%
		0-49%	0%
3	<p align="center">SERVICE-IN-HOUSE CAPABILITIES</p> <p align="center">Key Consultants' qualifications and competence for the Services of similar nature</p>		30%
	<p align="center">Position: Lead Consultant</p> <p align="center">The number of points to be assigned for this criterion shall be determined considering following:</p>		
	<p>a) Brief curriculum vitae of Lead consultant who will be assigned to the assignment.</p> <p align="center">-</p> <p>Consultant must fulfil all requirements to obtain full score. If one of the requirements are not met, no score will be allocated.</p>	15%	
	<p>a) Brief curriculum vitae of Key Staff who will be assigned to the assignment.</p> <p align="center">-</p> <p>b) The key staff with a minimum of 5 years of experience required will be:</p> <p align="center">-</p> <p>Qualifications and experience of team members and company experience:</p> <p align="center">-</p> <p>Behavioural Competencies:</p> <p align="center">-</p>	15%	

TOTAL	100%
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Financial proposals of consultants who did not pass the technical evaluation will not be opened and it will be kept by the Commission for record purposes.

2.3. STAGE 3: Evaluation of Financial Proposal

Consultants may submit more detailed quotations in addition to **FORM NaCC.F-6** of this document

Financial proposals are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. Evaluation of rates will be based on cassette rates as per governing professional body states.

The financial proposal is to relate in detail to each item of the proposed work plan, including the respondent suggested project elements and respondent-suggested contingencies, if any. (this refers to any other items not stated in the bidding document, but deemed necessary or that will be required to meet the objectives of the assignment)

Please note that Commission is not obligated to award the contract to the Consultant who submitted the lowest financial proposal.

The procurement contract will be awarded to the Consultant having submitted the lowest evaluated substantially responsive bid which meets the qualification criteria specified in the bidding document and as per the approved cassette rates.

2.4. Margin of Preference

In terms of the Code of Good Practice on Preferences, margin of preference means a percentage of price preference given to a Consultant who meets the specified criteria as determined.

This code of good practice aims to promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for the money, grant exclusive preference to categories of local suppliers through reservations of certain procurement of goods and, works and services.

The maximum cumulative allowable margins of preferences applicable to exclusive preference for price evaluation purposes is 10%.

A Consultant must complete and sign the declaration in respect of exclusive preference included in this document above, outlining the preferences the Consultant qualifies for and the grounds for such qualifications.

Margins of preferences will be applied, as per Annexure 6 of the Code of Good Practice, as follows on the total cost in the price schedule:

MARGIN OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCE

CATEGORIES OF CONSULTANTS	DEFINITION / CRITERIA (in terms of code of good practice on preferences)	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)
Manufacturer	<p>means a person or company that is involved in the physical or chemical transformation of materials or components into new products whether or not –</p> <p>a) the transformation is through work-</p> <p style="padding-left: 20px;">i) performed by a power-driven machine or by hand,</p> <p style="padding-left: 20px;">ii) done in a home or factory, or</p> <p>b) the new products are sold on wholesale or retail basis</p>	2%	<p>- certificate of registration from a registering authority</p> <p>- declaration by the Consultant that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant</p> <p>- (please refer to code of good practice for above stated annexures)</p>
Micro, Small and Medium Enterprise	means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians	1%	<p>- certified copy of SME registration certificate</p> <p>- declaration indicating the percentage of Namibian MSME ownership (kindly use structure of form)</p>
Women owned enterprise	a Consultant who is a woman or whose minimum equity is 51% owned by Namibian women	1%	<p>- certified copy of identity documents (IDs) of all stakeholders</p> <p>- certified copy of: founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificates</p> <p>- declaration indicating the percentage of Namibian female ownership</p>

Youth enterprise owned	<p>“youth” means a young person aged from 16 to 35 years old as defined in section 1 of the National Youth Council Act, 2009 (Act No.3 of 2009)</p> <p>a Consultant who is a youth or whose minimum equity is 51% owned by Namibian youths</p>	2%	<ul style="list-style-type: none"> - certified copy of identity documents (IDs) of all shareholders - certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate - declaration indicating the percentage of Namibian youth ownership
Previously Disadvantaged Person owned enterprise	<p>means persons contemplated in Article 23(2) of the Namibian Constitution and includes –</p> <p>a) women; and</p> <p>b) persons with any disability as defined in the National Disability Act, 2004 (Act No. 26 of 2004)</p> <p>a Consultant who is a PDP or whose minimum equity is 51% owned by Namibian PDPs</p>	2%	<ul style="list-style-type: none"> - certified copy of identity documents (IDs) of all shareholders - certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificates - declaration indicating the percentage of Namibian PDP ownership
persons within Namibia who have been socially, economically, or educationally disadvantaged by past discriminatory laws or practices as contemplated in Article 23(2) of the Namibian Constitution			
Suppliers providing environmental protection	a Consultant that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document	1%	- declaration by the Consultant that the latter deals with environmental protection
Suppliers providing employment to Namibians	a Consultant who employs 50% or more Namibian citizens	1%	<ul style="list-style-type: none"> - declaration that the Consultant employs 50% or more Namibian citizens - certified copies of Namibian citizens employed by the Consultant
TOTAL		10%	

Annexure 4

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

THE Namibian Competition Commission

AND

..... *[CONSULTANT NAME]*

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

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

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The Consultant shall commence the Services on[*date*] upon signature of the present Contract and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.
- 2.2 The Services shall be for[*insert no of days/months/years*], beginning on the date of commencement of the Services, and ending not later than [*insert completion date*].

ARTICLE III
DUTIES OF THE CONSULTANT

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

ARTICLE IV

PAYMENT FOR THE SERVICES

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

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

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

ARTICLE VII

LIABILITY OF THE CONSULTANT

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

ARTICLE VIII

FORCE MAJEURE

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

ARTICLE IX

TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than *[insert no. of days]* days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.

- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X

DISPUTE SETTLEMENT

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

ARTICLE XI

MODIFICATION OR AMENDMENT

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

ARTICLE XII
EFFECTIVE DATE

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

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

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

FOR THE COMMISSION

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV
GOVERNING LAW

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

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

SIGNED IN DUPLICATE AT ON THIS DAY OF

.....20..... AND IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

For the Namibian Competition Commission
VITALIS NDALIKOKULE
CHIEF EXECUTIVE OFFICER

NAME AND SIGNATURE OF WITNESSES:

1. _____ Name,
Position and signature

2. _____
Name, Position and signature

SIGNED IN DUPLICATE AT ON THIS DAY OF

.....20..... AND IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

CONSULTANT REPRESENTATIVE

NAME AND SIGNATURE OF WITNESSES:

1. _____
Name, Position and signature

2. _____
Name, Position and signature