



B I D D I N G D O C U M E N T

Issued on: 30 September 2026

Procurement for the Provision of NCAA External Audit Consultancy Service for a period of 3 years

BIDDERS DETAILS

Bidder Name: _____	Bidder Representative: _____
Tel: _____	Mobile: _____
Email: _____	Fax: _____
Bid Amount: _____	Contract period (days): _____

Procurement Reference No: SC/RP/NCAA-04/2026/2027

Due date for submission: 30 October 2026

Due Time for Submission: 11h00am

Cost: Free

Request for Proposal
LETTER OF INVITATION

Dear Sir,

Subject: Procurement for the Provision of NCAA External Audit Consultancy Service: : SC/RP/NCAA-04/2026/2027

The **Namibia Civil Aviation Authority (NCAA)** hereby invites suitably qualified and experienced consultants to submit proposals for the provision of consultancy services in accordance with the Terms of Reference (TOR) attached hereto.

The NCAA is established under the Civil Aviation Act and is required to conduct its financial and operational affairs in compliance with statutory reporting, budgeting, accounting, governance, and accountability requirements.

The latest audited financial statements and annual reports of the NCAA are available upon request.

To facilitate the preparation and submission of proposals, the following documents are enclosed:

1. **Annexure 1:** Terms of Reference (TOR);
2. **Annexure 2:** Supplementary Information for Consultants, including a suggested Curriculum Vitae (CV) format; and
3. **Annexure 3:** Sample Service Contract under which the services will be performed.

Scope of Service

The consultancy services to be provided are as detailed in the attached Terms of Reference (TOR). Consultants are expected to demonstrate their technical expertise, relevant experience, and capacity to successfully undertake the assignment.

1. Any request for clarification should be forwarded in writing to the Public Entity **PMU@ncaa.na**. Request for clarifications should be received prior to the deadline set for submission of proposals.
2. 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 legislations related to public procurement in the Republic of Namibia.

3. 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.

4. Submission of Proposals

The proposals from the identified consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before:

**NCAA Head Office,
4 Rudolph Hertzog Street,
Ground Floor West Wing
In the tender box at the reception**

Due date for submission: 30 October 2026

Due Time for Submission: 11h00am

Proposals must **not** be forwarded by electronic mail.

5. 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 70% marks for the Technical Proposals to be retained for further consideration.

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

6. Rights a Public Entity

- (a) Please note that the Namibia Civil Aviation Authority 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.

7. Duration of Assignment

The audit is expected to be conducted over less than 6 months to enable the Authority to meet the statutory deadline of within 6 months after the financial year end of March each year.

8. Validity of Proposal

You are requested to hold your proposal valid for **180** days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Namibia Civil Aviation Authority will make its best efforts to finalize the agreement within this period.

9. Commencement date of Assignment

Assignment will be for the next three financial years ending 31 March 2027 – 31 March 2029.

10. Tax Liability

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

11. 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.

12. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us by facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation within 2 days and
- (b) further indicate whether you will be submitting the proposal.

- 13. The Namibia Civil Aviation Authority would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Procurement Management Unit
PMU@ncaa.na

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

TERMS OF REFERENCE

1. BACKGROUND

The Namibia Civil Aviation Authority (NCAA) is a public entity established in terms of the **Civil Aviation Act No. 6 of 2016**. It is governed by the Civil Aviation Act and the **Public Enterprises Governance Act, 2019 (Act No. 1 of 2019)**. The mandate of the Namibia Civil Aviation Authority is to regulate and oversee civil aviation safety and security, and to provide safe and reliable air navigation services. The Authority has its headquarters in Windhoek, with towers at several airports including Hosea Kutako, Eros, Ondangwa, Walvis Bay, Lüderitz, and Katima Mulilo. NCAA also has surveillance equipment (assets) deployed at different sites all over Namibia.

As part of its governance and accountability framework, NCAA is required to prepare annual financial statements in accordance with applicable financial reporting standards and have those financial statements independently audited and submitted no later than six months after the end of each financial year. NCAA therefore invites proposals from competent and professionally accredited audit firm to perform statutory external audit services for the next three financial years ending 31 March 2027 – 31 March 2029. The External Auditor shall work closely with the NCAA Finance Manager, as well as the Audit and Risk Committee, to ensure timely completion of audit activities and submission of audit report.

2. OBJECTIVES OF THE ASSIGNMENT

The key objectives of appointing an External Auditor are to:

- Provide an independent opinion on whether NCAA's annual financial statements present fairly, in all material respects, the financial position, financial performance, and cash flows of the Authority.
- Assess compliance with applicable laws, regulations, policies, and governance requirements.

- Evaluate the adequacy and effectiveness of internal controls and financial management processes.
- Identify areas of financial, operational, and compliance risks and provide recommendations for improvement.
- Provide assurance to the Board, Audit and Risk Committee, and stakeholders regarding the reliability of financial reporting.

3. SCOPE OF WORK

The appointed External Auditor shall perform, but not limited to the following activities:

3.1 Financial Statement Audit

The Auditor shall:

- Conduct an annual audit of NCAA's financial statements.
- Review accounting records, supporting documentation, and financial transactions.
- Assess compliance with applicable accounting standards and reporting frameworks.
- Verify the accuracy, completeness, and validity of financial information.
- Provide an independent audit opinion on the annual financial statements.

3.2 Compliance Audit

The Auditor shall assess compliance with:

- Civil Aviation Act No. 6 of 2016.
- Public Finance Management requirements applicable to NCAA.
- Procurement legislation and regulations.
- Applicable tax legislation.
- Internal policies, procedures, and governance frameworks.
- Other applicable statutory and regulatory requirements.

3.3 Internal Control Review

The Auditor shall:

- Evaluate the adequacy and effectiveness of internal financial controls.
- Identify control weaknesses and operational risks.
- Recommend improvements to strengthen governance and accountability.
- Review implementation of previous audit recommendations.

3.4 Reporting

The Auditor shall provide:

- Audit planning memorandum.
- Audit engagement letter.
- Audit findings, where applicable.
- Draft management letter.
- Final audit report.
- Auditor's opinion on financial statements.
- Report to the Audit and Risk Committee as well as to the full Board.
- Summary of significant findings and recommendations.

4. TECHNICAL PROPOSAL REQUIREMENTS

The interested audit firm should submit a detailed technical proposal including the following:

4.1. Audit Methodology

The bidder's proposal shall include a detailed audit methodology/implementation plan covering:

- Understanding of the NCAA requirements.
- Audit planning approach.
- Audit procedures and testing approaches.
- Use of technology and audit software.
- Quality assurance processes.

- Communication and reporting mechanisms.

4.2. Professional expertise and accreditation of the Audit Firm

- a) Be registered and/or accredited by relevant statutory regulatory bodies in Namibia including PAAB or ICAN.
- b) Possess a minimum of five (5) years' experience providing external audit services to public entities, regulatory authorities, government institutions, or large organisations of comparable size to NCAA.
 - Have proven experience in conducting audits in accordance with International Standards on Auditing.
 - Submit a minimum of three (3) contactable references on clients' letter heads where the consultant has successfully concluded external audit services in the past five (5) years in a public sector environment or organisation of comparable size.
- c) Submit a comprehensive company profile including a clear overview of the business, vision and mission, its operations, governance, compliance and regulatory Information, etc.

4.3. Qualifications and Competence of Proposed Audit Team

The Engagement Partner shall:

- Possess relevant professional accounting and auditing qualifications e.g CA, ACCA or CPA.
- Have at least five (5) years' experience in external auditing.
- Have experience managing audits of public entities or organisations of comparable size.
- Demonstrate excellent communication, report writing, and presentation skills.

The bidder shall submit:

- Curriculum Vitae.
- Certified copies of relevant qualifications.
- Professional registration details.

Audit Team Members

The rest of audit team shall:

- Include suitably qualified audit professionals.
- Have relevant experience in financial, compliance, and governance audits.
- Submit CVs demonstrating relevant experience and proof of qualifications.
- Demonstrate experience in assignments of similar nature.

5. REPORTING AND COMMUNICATION

The External Auditor shall report to:

- The Finance Manager.
- The Audit and Risk Committee or Board.
- NCAA Management.

The Auditor shall maintain regular communication with the NCAA throughout the audit process and provide progress updates against agreed milestones.

Key audit timelines and reporting dates shall be agreed upon at the commencement of each audit engagement.

6. CONFIDENTIALITY

The External Auditor shall maintain strict confidentiality regarding all information obtained during the engagement.

All financial records, documents, systems information, and organisational data accessed during the audit shall be treated as confidential and shall only be used for purposes of performing the audit assignment.

PRELIMINARY EXAMINATION OF BIDS

#	Description	Yes	No
1	Bidder has submitted the duly filled in, signed, stamped, and dated Bid Submission Form.		
2	Original and all copies of the bid are typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder		
3	The bidding document is signed, and all pages of the bid are initiated by the person signing the bid		
4	Bid is written in English language		
5	Offered period of validity of the bid is in line with the period stipulated		
6	Bidder has completed, signed and submitted a Bid Securing Declaration.		

Bidder's that do not comply with the stipulated requirements will be deemed not substantially responsive, therefore disqualified, and excluded from further evaluation and comparison.

MANDATORY DOCUMENTS

#	Description	Yes	No
1	Bidder has submitted a certified copy of company registration / founding statement/Public Accountants' and Auditors' Board (PAAB).		
2	Bidder has an original or certified copy valid good Standing TAX Certificate. In case of a JV, both parties must submit.		
3	Bidder has an original or certified copy valid good Standing Social Security Certificate or equivalent from country of origin.		
4	Bidder has a valid certified copy of Affirmative Action Compliance Certificate or in its absence, proof from Employment Equity Commissioner stating that the Bidder is		

	not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 or equivalent from country of origin.		
5	Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015		
6	An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-Clause 52 of the General Conditions of Contract if it is awarded the contract or part thereof.		
7	In case of Joint Venture, duly completed, initialed and signed Joint Venture Agreement outlining the managing structure of the JV and power of attorney for the signatory of the joint venture		
9	Overall Compliance		

Failure to submit all contract documents, the bidder shall be deemed not substantially compliant, therefore disqualified and excluded from further evaluation and comparison.

Technical Proposal Evaluation

Bidders will be assessed against the technical proposal evaluation criteria out of 70 marks as stated in the table below. Each response will be assessed against criteria groups and given weightings (as a marks) based on their importance to Namibia Civil Aviation Authority (NCAA). For a bidder to proceed to the next phase (Financial Proposal Evaluation), the bidder must score 50 marks and above in Technical Proposal Evaluation. Bidders who fail to achieve the required minimum score of 50 marks will be deemed as “technically non-responsive”. Such bidders will be excluded from being considered for Financial Proposal Evaluation.

Public Procurement Act 15 of 2015, Section 35 (5)

(5) A public entity must evaluate each technical proposal on the basis of criteria which includes -

- (a) the relevant experience of the supplier for the assignment
- (b) the quality of the methodology proposed
- (c) the qualifications of the key staff members proposed
- (d) the transfer of knowledge, if required in the request for proposals; and
- (e) in the case of international competition, the extent of participation by nationals among key staff members in the performance of the assignment.

EVALUATION CRITERIA AND SCORE

Evaluation Criteria	Guidelines for criteria application	Weight %
Audit Methodology / Approach	Adequacy of the proposed methodology in response to the requirements in the Terms of Reference. • <i>Comprehensive methodology/work plan as outlined in TOR: 20%</i> • <i>Partially adequate methodology: 15%</i> • <i>No methodology submitted: 0%</i>	20
Audit Firm Professional Expertise, Accreditation, Experience and Track Record	• Proof of registration with relevant statutory regulatory bodies in Namibia (PAAB or ICAN)	10
	• A minimum of three (3) contactable references on clients' letter heads where the consultant has successfully concluded external audit services in the past five (5) years in a public sector environment or organisation of comparable size.	15
	• A detailed company profile provides a portfolio describing the nature of the business, the field of expertise, licenses, certifications, and accreditations obtained. Any relevant and related work and assignments delivered by the firm.	10
Capability, Knowledge and Experience of the Engagement Partner to be used for the Assignment	• CV of the Engagement Partner	5
	• Certified copies of professional accounting and/or auditing qualifications e.g. CA, , or CPA.	10
	• Five (5) or more years' experience in external auditing: 10% • Less than five (5) years' experience in external	10

	auditing: 5%	
Capability, knowledge and experience of other team members to be used for the assignment	CVs demonstrating relevant experience	10
	Certified copies of relevant qualifications	10
Total		100

Note: Only Companies scoring 70% and more will be considered for financial evaluation.

(6) After a public announcement of the results of the technical evaluation, the public entity must then consider and evaluate the financial proposals of bidders who have secured the minimum pass mark in the technical evaluation.

Financial Proposal Evaluation

BIDDERS	SCORE	RANK
1 st Lowest	30 marks	1
2 nd Lowest	20	2
3 rd Lowest	10	3
4 th Lowest	0	4

The bidder shall submit a detailed financial proposal including:

- Professional audit fees.
- Audit-related expenses.
- Applicable taxes.
- Any additional costs associated with delivery of the assignment.

The financial proposal shall clearly indicate the total cost for the three-year contract period.

Selection and Awarding of the Contract

Request for Proposal; Section 35(4)(a)

4. The selection of the successful proposal is based on -

(a) The technical quality of the proposal, the relevant experience of the supplier, the expertise of his or her key staff members, the proposed work methodology, as well as the price of the proposal.

Section 35(12) (a)

(12) A public entity must select for award a supplier whose bid -

(a) Attains the highest score in accordance with the criteria and selection method set forth in the request for proposals.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Consultant (Form F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the way the Consultant would plan to execute the work.
- (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the public body indicated in the Terms of Reference (TOR).

(b) Financial Proposals

2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)

3. The proposals shall be submitted in one original and one copy

Contract Negotiations

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

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

Review of reports

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

FORM F-1

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for *[insert title of assignment]*

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

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____



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:.....

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.*

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

/Signature of Consultant/

Full name of Consultant: _____

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

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

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

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

Cost Estimate of 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, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

NAMIBIA CIVIL AVIATION AUTHORITY (NCAA)

AND

.....

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THIS SERVICE CONTRACT entered into this _____ between the Namibia Civil Aviation Authority (NCAA) 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 01 November 2023 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 **three (3) years**, beginning on the date of commencement of the Services.

ARTICLE III
DUTIES OF THE CONSULTANT

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

ARTICLE IV
PAYMENT FOR THE SERVICES

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

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

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

Services.

ARTICLE VII
LIABILITY OF THE CONSULTANT

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

ARTICLE VIII
FORCE MAJEURE

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

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than **30 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 **30 days** of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of **forty-five (45) days** after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X

DISPUTE SETTLEMENT

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

ARTICLE XI

MODIFICATION OR AMENDMENT

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

ARTICLE XII **EFFECTIVE DATE**

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

ARTICLE XIII **CHANNEL OF COMMUNICATIONS AND NOTICE**

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

FOR THE PUBLIC ENTITY

Postal Address : Private Bag 12003
Physical Address : N0. 04 Rudolph Hertzog Street

Telephone : _____

FOR THE CONSULTANT

Postal Address : _____

Physical Address : _____

Telephone : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment