

B I D D I N G D O C U M E N T
Issued on: 12 November 2026

PROCUREMENT FOR AN INDEPENDENT CONSULTANT TO CONDUCT A COMPANY-WIDE SKILLS AUDIT REF NO: SC/RFP/NCAA-05/2026

BIDDERS DETAILS

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

Procurement Reference No: SC/RFP/NCAA-05/2026

BID ISSUE DATE: 12 November 2026
BID CLOSING DATE: 30 NOVEMBER 11h00am

Cost: Free

Request for Proposal

LETTER OF INVITATION

Dear Sir,

PROCUREMENT FOR AN INDEPENDENT CONSULTANT TO CONDUCT A COMPANY-WIDE SKILLS AUDIT REF NO: SC/RFP/NCAA-05/2026

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.

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

Bid Submission Date: 30 November 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 within 4 weeks to enable the Authority to proceed to the next project.

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

The assignment is expected to be completed within four (4) weeks from the effective date of the contract, subject to timely access to information, employees and decision-makers.

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 email:

(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:
CONSULTANCY FOR CONDUCTING SKILLS AUDIT

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1. Purpose

The Namibia Civil Aviation Authority (NCAA) intends to appoint a suitably qualified and experienced consultant to conduct an independent, company-wide skills audit in support of the implementation of its revised organisational structure. The assignment will establish the extent to which current workforce capabilities align with approved job requirements and strategic priorities, identify material competency gaps and surpluses, and provide practical, evidence-based recommendations for workforce development, placement, succession and resourcing. The audit must be fair, transparent, consistent and suitable for defensible human-resource decision-making.

2. Background

As part of its Change Management Plan and broader organisational transformation programme, the NCAA has reviewed its organisational structure and job descriptions. A comprehensive skills audit is now required to determine the capabilities available within the NCAA and the competencies required under the revised structure. The results will provide a reliable basis for workforce planning, employee development, succession planning and role-placement decisions, while supporting continuity of operations and the NCAA's regulatory and strategic mandate.

3. Specific objectives

The objective of this exercise is to:

3.1 Establish a validated baseline of current technical, behavioural and managerial competencies.

3.2 Assess competency gaps against approved job profiles and the requirements of the revised structure.

3.3 Prioritise development, succession, redeployment and recruitment interventions by organisational risk and strategic importance.

3.4 **Transfer practical tools and knowledge** to the HR team so that the skills inventory can be maintained after completion of the assignment.

4. Scope of Work

The Consultant shall perform the activities below in consultation with the NCAA. The proposed approach must use multiple sources of evidence, apply consistent assessment criteria across comparable roles, protect employee confidentiality, and include appropriate validation and quality-assurance controls.

4.1 **Preparation and Framework Development:**

The consultancy is required to:

Step 1	Evaluate the approved organisational structure, job descriptions, workforce data, relevant policies and strategic documents.
Step 4	Develop a skills-audit framework and competency dictionary covering technical, behavioural, and managerial competencies, with clear proficiency levels and rating descriptors.
Step 4	Design and customise fit-for-purpose assessment tools, which may include document review, self-assessment, supervisor assessment, structured interviews, surveys, focus groups and work-sample or technical assessments where appropriate.
Step 4	Submit an inception report setting out the methodology, sampling or coverage approach, stakeholder-engagement plan, quality controls, risks, ethical safeguards, work plan and deliverable schedule.

4.2 **Employee Capability Assessment**

The Expert is expected to:

4.2.1 Administer the approved competency assessments across all departments and agreed employee categories, with reasonable accommodation where required.

4.2.2 Conduct structured interviews, surveys and focus groups with employees, supervisors and management, and maintain an auditable record of participation and evidence.

4.2.3 Assess current proficiency against approved role requirements using consistent scoring rules and triangulate self-ratings with independent evidence.

4.2.4 Facilitate validation sessions with the HR team and designated managers to confirm role requirements, resolve material discrepancies and improve the reliability of findings.

4.3 **Data Analysis and Insights**

For the purpose of this exercise, the Expert is expected to:

4.3.1 analyse quantitative and qualitative data to identify competency profiles, gaps, strengths, scarce or critical skills and areas of organisational vulnerability.

4.3.2 segment findings by job family, department, occupational level and other agreed workforce categories, while protecting personally identifiable information.

4.3.3 apply a transparent gap-rating and prioritisation methodology that considers operational, regulatory and succession risks.

4.4 **Recommendations and Planning**

The consultant should:

4.4.1 Provide prioritised, cost-conscious recommendations for upskilling, reskilling, coaching, mentoring, succession, redeployment and recruitment.

4.4.2 Develop a validated employee skills inventory, role-based skills matrix and departmental capability heatmaps with clear interpretation guidance.

4.4.3 Identify roles and capabilities presenting material continuity, compliance or performance risk, without making final employment or placement decisions.

4.4.4 Prepare a phased implementation plan specifying priorities, responsible parties, indicative timeframes, resource implications and measurable success indicators.

4.5 **Reporting and Presentation**

During the exercise, the NCAA expects:

4.5.1 Provide concise weekly progress updates covering activities completed, participation achieved, and decisions required from the NCAA.

4.5.2 Immediately escalate any issue that may affect employee participation, data integrity, confidentiality, regulatory obligations, scope, cost or the approved completion date.

4.5.3 Present findings in a clear, decision-oriented format suitable for the to Human Capital and Strategy Department and Executive Management.

5. Deliverables and Indicative Schedule

The Exercise covers October 2026 to 13 November 2026:

Deliverable	**Minimum content**	**Timeline**
Inception report	Final methodology, competency framework, assessment tools, stakeholder plan, risk register, quality controls and detailed work plan.	End of Week 1

Validated skills database and matrix	Employee skills inventory, role requirements, gap scores, data dictionary, capability heatmaps and user guidance in agreed editable formats.	End of Week 2
Draft Skills Audit Report	Methodology, coverage and limitations, findings, critical gaps and risks, and prioritised recommendations.	End of Week 3
Validation workshop and presentation	Facilitated review with HR and Executive Management, presentation materials and a record of agreed amendments.	During Week 3
Final report, implementation plan and handover package	Final findings; prioritised interventions; responsibilities; timeframes; resource implications; monitoring indicators; cleaned datasets; editable tools; scoring guides; supporting documentation; and knowledge transfer.	End of Week 4

6. Qualifications and Experience

The ideal Consultant must possess the following:

6.1 A relevant Postgraduate degree in Human Resources Management, Industrial or Organisational Psychology, Organisational Development, Business Administration or a closely related field. Where a consulting firm is proposed, the Team Leader must meet this requirement.

6.2 At least **ten (10) years** of demonstrable experience leading comparable skills audits, competency assessments or organisation-wide workforce capability assignments.

6.3 Evidence of at least **three(3)** relevant assignments, including client references and concise descriptions of scope, scale, methodology and outcomes.

6.4 Demonstrated competence in competency-framework design, mixed-methods research, quantitative and qualitative analysis, data visualisation and executive-level reporting.

6.5 Experience in a regulated, public-sector or aviation environment will be an advantage.

6.6 Strong facilitation, stakeholder management, data interpretation, report-writing and knowledge-transfer capability.

6.7 Disclosure of any actual or potential conflict of interest and confirmation of availability for the proposed assignment period.

7. Timeline

The assignment is expected to be completed within **four (4) weeks** from the effective date of the contract, subject to timely access to information, employees and decision-makers.

8. Reporting Line and Accountability

8.1 The Consultant shall report to the Manager: Human Resources, who will serve as the NCAA's primary contract and technical focal point. For Senior Management positions, the Office of the Executive Director shall be engaged.

8.2 The Consultant shall work closely with the HR team and engage designated managers and Executive Management at agreed stages.

8.3 The NCAA will facilitate access to relevant documents, data and stakeholders; review submissions within agreed periods; and communicate consolidated comments and approvals. Progress updates shall be provided at least weekly, with emerging risks and decisions requiring NCAA attention clearly identified.

9. Non-Disclosure Agreement (NDA)/Confidentiality Statement

9.1 Before commencing the assignment, the successful Consultant and all personnel with access to NCAA information shall sign the NCAA's Non-Disclosure Agreement.

9.2 All information obtained or generated during the assignment shall remain confidential and shall not be disclosed to any third party without prior written authorisation from the NCAA.

9.3 The Consultant shall use NCAA information solely for this assignment and shall not publish, reproduce, retain or use the information for any other purpose.

9.4 Confidentiality obligations shall survive completion or termination of the contract.

10. Deliverable Review and Acceptance

The NCAA may request reasonable corrections or clarification where a deliverable does not satisfy these requirements.

A deliverable will be regarded as accepted only after written approval by the authorised NCAA representative.

11. Data Protection, Ethics and Ownership

11.1 The Consultant shall obtain informed participation, apply fair and non-discriminatory assessment practices, and use employee information only for the purposes of this assignment.

11.2 Personal and confidential data shall be collected on a minimum-necessary basis, stored securely, restricted to authorised personnel, transmitted through approved channels and reported in aggregated or anonymised form where appropriate.

11.3 All source data, databases, instruments, reports and other outputs produced specifically for the assignment shall become the property of the

NCAA upon payment, subject to any pre-existing proprietary materials disclosed and agreed in the contract.

11.4 At close-out, the Consultant shall return or securely dispose of NCAA information as directed and provide written confirmation of completion.

13. 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.

Table 13.1 Technical Evaluation Criterion

No.	Evaluation Criterion	Description / Sub-Criteria	Weight Points	Score Earned
1	Understanding of the Assignment and Responsiveness to the TOR	Demonstrated understanding of NCAA's objectives, scope and expected outcomes of the skills audit = 5 points. Understanding of the aviation industry's operational and organisational skills requirements = 5 points. Responsiveness of the proposal to the Terms of Reference (TOR) and expected deliverables = 5 points.	**15**	
2	Methodology, Assessment Design, Validation and Quality Assurance	Proposed methodology and approach for conducting the skills audit = 8 points. Appropriateness of assessment tools, techniques and data collection methods = 6 points. Approach to skills gap identification, analysis and validation = 6 points. Quality assurance measures and reliability of assessment findings = 5 points. Approach to reporting findings and recommending	**30**	

		skills development interventions = 5 points.		
3	Relevant Organisational Experience and Performance on Comparable Assignments	Demonstrated organisational experience in conducting skills audits, competency assessments and organisational capacity assessments = 8 points. Experience in conducting similar assignments within the aviation, transport or regulated sectors = 6 points. Evidence of successfully completed comparable assignments supported by reference letters or completion certificates = 6 points.	**20**	
4	Qualifications and Relevant Experience of Key Personnel	Qualifications and relevant experience of the Project Leader/Team Leader in skills audits and organisational assessments = 8 points. Qualifications and experience of Human Resource/Organisational Development Specialists = 5 points. Qualifications and experience of Skills Assessment/Competency Specialists = 4 points. Relevant experience and availability of supporting team members = 3 points. Bidders must attach CVs and certified copies of relevant qualifications.	**20**	
5	Work Plan, Availability, Risk Management and Knowledge Transfer	Realistic and clearly defined work plan, activities and deliverables = 5 points. Availability and allocation of proposed personnel throughout the assignment = 3 points. Identification of potential project risks and proposed mitigation measures = 3 points. Knowledge transfer and capacity-building arrangements for NCAA personnel = 4 points.	**15**	
	TOTAL		**100%**	

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

Table 13.2: 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.		

13.3 Mandatory Documents

#	Description	Yes	No
1	Bidder has submitted a certified copy of company registration / founding statement		
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	Witten 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		

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

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.

14. Technical Evaluation Criteria And Score

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.

15. Financial Proposal Evaluation

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

The bidder shall submit a detailed financial proposal including:

- Professional fees.
- Applicable taxes.
- Any additional costs associated with delivery of the assignment.

The financial proposal shall clearly indicate the total cost for the 4 weeks period.

16. Selection and Awarding of the Contract

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

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:_____

FORM F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

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

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

FORM F-4

Cost Estimate of Services[1]

Remuneration:

Consultant Name	**Monthly Rate (in currency)**	**Working Months**	**Total Cost (in currency)**
_____	_____	_____	_____

Sub-Total (Remuneration) _____

Out-of-Pocket Expenses[2] :

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

Annexure 3

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

NAMIBIA CICIL 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 *t*o 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: _____ **Date:** _____

FOR THE PUBLIC ENTITY **FOR THE CONSULTANT**

_____ _____

Annex 1 - Terms of Reference
Annex 2 - Contract Amount and method of payment