NAMCOL

REQUEST FOR PROPOSAL
FOR
Enterprise Risk Assessment

Issued on: **02 November 2026**

Closing date: **16 November 2026**

Bidders Name:	
Contact Details:	**Tel:**
	Email:
Total Quoted Amount (VAT Inclusive):	**Figures:**
	Words:

Procurement Reference No: SC/RP/NCL-01/2026/27

Cost: 0.00

Namibian College of Open Learning,
2031 Independence Avenue, Katutura, Windhoek
+264 61 320 5111,
Tel: +264 61 320 5262
Email: procurement@namcol.edu.na
Website: www.namcol.edu.na

Request for Proposal

LETTER OF INVITATION

Dear Sir/ Madam,

Subject: Sourcing a Consultant / Consultancy company to conduct an Enterprise Risk Assessment

1. You are hereby invited to submit technical and financial proposals for conducting an Enterprise Risk Assessment for the Namibian College of Open Learning (NAMCOL) which could form the basis for future negotiations and ultimately, a contract between you and NAMCOL.

2. The purpose of this consultancy service is to:

   a) Conducting an Enterprise Risk Assessment

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) a sample format of the service contract under which the service will be performed [Annexure 3]

4. Any request for clarification should be forwarded in writing to Ms. Himeezembi Katjivena at himeezembi@namcol.edu.na, request for clarifications should be received not later than 7 days prior to the deadline set for submission of proposals.

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

6. 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.

7. **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.

8. Submission of Proposals

The proposals from the 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: **16 November 2026** at **10H00**.

Address: **NAMCOL Head Office Windhoek: Independence Avenue 2031,**

Note: Non-compliance to any of the above requirements warrant disqualification.

9. 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 60 marks for the Technical Proposals to be retained for further consideration.

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

10. Rights of a Public Entity

(a) Please note that NAMCOL 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.

11. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period three (3) days. You should base your financial proposal on these figures, giving an indication of days considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

12. Validity of Proposal

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

13. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in 30 days, you will be expected to take up/commence with the consultancy on 15 March 2027.

14. Tax Liability

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

a) payments to the Consultant in connection with carrying out this assignment;
b) equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

15. 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.

16. Conformation 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 3 day; and
(b) further indicate whether or not you will be submitting the proposal.

17. NAMCOL would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Dr. N. Kadhila
CHIEF EXECUTIVE OFFICER

NAMCOL
CHIEF EXECUTIVE OFFICER
2026 -11- 02
PRIVATE BAG 15003
KATUTURA, WINDHOEK
NAMIBIAN COLLEGE OF OPEN LEARNING

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

Annexure – 1

TERMS OF REFERENCE

Part 1.

BACKGROUND

NAMCOL is a State-Owned Educational institution created by an Act of Parliament (Act 1 of 1997) to provide learning opportunities for adults and out-of-school youth. NAMCOL is an autonomous institution, directed by a Board of Governors appointed by the Minister of Education Arts and Culture. At the helm of the management is a Chief Executive Officer, assisted by four Directors, four Regional Managers and Middle Management. NAMCOL employs the services of 116 full- time staff members and more than 1 500 part-time staff members countrywide. Since its inception, the College has accommodated thousands of learners through its Secondary, Vocational Training and Tertiary Level Programmes.

The Board of Governors acknowledges its responsibility for providing effective governance and oversight of the Namibia College of Open Learning (NAMCOL). In fulfilling this mandate, the Board is committed to upholding sound corporate governance principles and ensuring that appropriate structures and processes are in place to support the achievement of the College's strategic objectives.

Enterprise Risk Assessment is an essential component of effective corporate governance, as it enables the College to systematically identify, analyse, evaluate, and prioritise risks that may affect its operations, performance, reputation, and long-term sustainability. It also helps identify opportunities and provides a sound basis for informed decision-making, risk mitigation, resource allocation, and the strengthening of internal controls.

To support the Board of Governors in fulfilling its governance and oversight responsibilities, NAMCOL intends to engage an independent and suitably qualified external consultant or consultancy firm to conduct a College-wide Enterprise Risk Assessment. The assessment will provide a comprehensive understanding of the College's risk exposure, evaluate the adequacy of existing risk management measures, and recommend appropriate strategies to manage identified risks in alignment with the College's strategic objectives.

Therefore, NAMCOL invites reputable and suitably qualified individual consultants or consultancy firms with relevant expertise and experience to submit proposals for conducting a College-wide Enterprise Risk Assessment.

PURPOSE OF THE REQUEST

The primary purpose of this request is to engage a suitably qualified and experience external consultant or consultancy firm to conduct the College-wide Enterprise Risk Assessment for the Namibian College of Open Learning (NAMCOL).

THE APPROACH

Respondent must describe the methodology for providing the services solicited by this Request for Proposals. Respondent should set a project plan, including an explanation of each step, applicable standards/measurement, criteria, suggested audience, timeframe and outcome.

SCOPE OF SERVICES

The external consultant/consultancy Firm with expertise in risk assessment is required to conduct an enterprise risk assessment that aligns with best practices and regulatory requirements of open distance education.

The risk assessment is aimed at achieving the following deliverables:

1.1 Raising awareness on enterprise risk management
1.2 Identification of strategic risks
1.3 Rating the identified risks
1.4 Identifying the mitigation controls
1.5 Developing the College risk register

Part 2. DELIVERABLES

Key Deliverables for this Consultancy

The firm or individual should submit a Risk Register, as per the scope stipulated above.

Key Deliverables for this Consultancy

a) Risk Register

2.1 Additional Mandatory Documents

2.1.1 Signed bid declaration form.
2.1.2 Reference Letter from three (3) satisfied customers related to a similar project/work in the last 5 years;
2.1.3 A copy of your curriculum vitae(s);

Part 3. Facilities to be provided by the Public Entity

Office space and internet will be availed when required.

Part 4. Contract duration and payment / fees

(a) **Duration of initial contract:** three (3) days

(b) **Payment (per activity)**
Consultancy firm should indicate proposed fees/cost estimates for the assignment as stipulated above.

Annexure – 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

(i) Curriculum Vitae of Consultant of key personnel (Form F-2) **10 marks** for completion of the form.

***General Qualification and Experience: Relevant Degree and* experience in Risk Management**

Lead consultant qualification plus 5 and above years of experience	*20*
Professional Staff with relevant qualification plus 3 and above years of experience	*10*
Total Mark	***30***

(ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3). **(20 marks)**

(iii) A description of the manner in which the Consultant would plan to execute the work. ***(10 marks)***

(iv) 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).

(v) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).

(b) Financial Proposals

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

(ii) The proposals shall be submitted in one original.

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. *(Note: this does not mean a change in the total bid amount but the payment will be done as per completion of work)*

Review of the risk register

Audit, Risk and Compliance Committee will review the risk register and suggest any modifications/changes considered necessary within 7 days of receipt.

FORM F-1

BID SUBMISSION FORM

From: _____ To: _____

_____ _____

_____ _____

Hiring of Consultancy Services to conduct an enterprise risk assessment

I/We _____herewith enclose Technical and Financial Proposals for selection as consultant for the NAMCOL.

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: _____

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 Services1

Remuneration:

Project Description (Item)	Duration	Rate (in currency incl. VAT)	Total Cost (in currency incl. VAT)
Enterprise Risk Assessment			
Risk Register			
Total (Remuneration):			

Out-of-Pocket Expenses2 :

	Room	Subsistence charge	Total	Days
Per Diem[3]				
Air fare				
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

NAMIBIAN COLLEGE OF OPEN LEARNING (NAMCOL)

AND

[INSERT CONSULTANT NAME]

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference 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

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 [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 PUBLIC ENTITY

Postal Address : _____

Physical Address : _____

Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____

Physical Address : _____

Facsimile : _____

ARTICLE XIV

(I) Governing Law

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

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

Date: **Date:**

_____ _____

_____ _____

FOR THE PUBLIC ENTITY **FOR THE CONSULTANT**

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

Appendix to Quotation Letter

BID SECURING DECLARATION

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

Date: .....*[Day|month|year]*.....

Procurement Ref No.: .....

To: .....*[insert complete name of Public Entity and address]*.....

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

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

(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;

(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or

(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

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

Signed:

.....

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

Capacity of:

[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:

.....

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

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

Dated on _____ day of _____, _____

[*insert date of signing]*

Corporate Seal (where appropriate)

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

delete if not applicable / appropriate

Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

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.*