



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

Office of the Bursar

13 Jackson Kaujeua Street
Private Bag 13388
Windhoek
NAMIBIA

T: +264 61 207 2066
F: +264 61 207 9066
E: bursar@nust.na
W: www.nust.na

REQUEST FOR PROPOSAL

FOR

**THE PROVISION OF DEBT COLLECTION SERVICES TO THE NAMIBIA UNIVERSITY OF SCIENCE AND
TECHNOLOGY (NUST) FOR (3) YEARS**

PROCUREMENT NO: CS/RFP/NUST-017/2025

DATE OF ISSUE: 12 SEPTEMBER 2025

CLOSING DATE AND TIME: 03 OCTOBER 2025 AT 12h00

BIDDER'S NAME:		
CONTACT DETAILS:	TELEPHONE:	
	CONTACT PERSON:	
	EMAIL ADDRESS:	
COMPANY PHYSICAL ADDRESS:		

NB: Please take note to initial all pages of the bidding document and initial all the supporting documents, including company profiles, brochures, etc. Failure to do so will result in the disqualification of the bidder. Take note to sign all relevant pages as stipulated in the bidding document.

Initial: _____

REQUEST FOR PROPOSAL

LETTER OF INVITATION

Dear Prospective Consultant

Subject: The Provision of Debt Collection Services of the Namibia University of Science and Technology (NUST) for three (3) years.

1. You are hereby invited to submit a **technical** and **financial** proposal for the consultancy services to conduct debt collection services for the Namibia University of Science and Technology (NUST) for three (3) years.
2. This assignment aims to appoint a competent consultant to provide debt collection services as per the Terms of Reference.
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]**.
 - d) Evaluation Criteria, which will be carried out as per the layout indicated in **[Annexure 4]**
4. Any request for clarification should be forwarded in writing to Ms. Rosemary Tjombonde-Kakuuui. Tel: +264 61 207 2020; Fax: +264 61 207 2966; email address: bidbox@nust.na. Requests for clarification should be received 14 days before the deadline for proposal submission.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standards of ethics during the procurement process and execution of contracts. Consultants are advised to consult the Procurement Policy Office website: **www.mof.gov.na/procurement-policy-unit** to acquaint themselves with the legislation related to public procurement in the Republic of Namibia.
6. **ELIGIBILITY**
 - (a) A consultant 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.

Initial: _____

- (c) Consultants should submit a statement on past and present declaration of ineligibility by any local/international agency or any contract termination for unsuccessful completion of the assignment, giving adequate details to enable a fair assessment.

7. SUBMISSION OF PROPOSALS

- 7.1 The proposals from prospective service providers shall be submitted in **two** separate envelopes, marked **TECHNICAL PROPOSAL and FINANCIAL PROPOSAL** and should follow the form given in **Annexure 2 – “Supplementary Information for Consultants.”**

Each Envelope on top should be marked:

Technical Proposal or Financial Proposal

PROCUREMENT NO: CS/RFP/NUST-017/2025

REQUEST FOR PROPOSAL FOR THE PROVISION OF DEBT COLLECTION SERVICES OF THE NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY (NUST) FOR THREE (3) YEARS

NAME OF THE BIDDING COMPANY AND CONTACT DETAILS

- 7.2 The Service Provider must submit three (3) hard copies of the Proposal as **one (1) original and two (2) copies**.

- 7.3 The Proposal should be delivered to the address indicated below:

Namibia University of Science and Technology

13 Jackson Kaujeua Street

Bid Box

Administration Building, First Floor

Windhoek, NAMIBIA

- 7.4 The deadline for the submission of tenders is as indicated below:

03 October 2025

12h00

- 7.5 The Financial Proposal should remain valid for **180 working days** from the bid closing date.

- 7.6 **Electronic submission will not be permitted. Late bids will be rejected.**

8. EVALUATION CRITERIA (ANNEXURE 4)

- 8.1 The evaluation of proposals will be carried out as per the criteria indicated in Annexure 4 of the bidding documents.

9. DECIDING AWARD OF CONTRACT

9.1 The consultants' qualifications and experience shall be considered the paramount requirement. The proposals will be evaluated based on 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.

9.2 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. If negotiation is unsuccessful, negotiation will move to the next best-ranked Consultant until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost breakdown and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your pricing proposals.

10. RIGHTS A PUBLIC ENTITY

10.1 Please note that the Namibia University of Science and Technology is not bound to select any consultants submitting proposals.

10.2 Please note that the cost of preparing a proposal and negotiating a contract, including any costs, is not reimbursable as a direct cost of the assignment.

11. DURATION OF ASSIGNMENT

11.1 It is estimated that the minimum duration of the assignment shall be **three (3) years**. The Consultants should base their financial proposal on these figures. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

12. VALIDITY OF PROPOSAL

12.1 You are requested to hold your Proposal valid for **180** working days from the deadline for submission of proposals, during which you will maintain your proposed price without change. The Namibia University of Science and Technology will do its best to finalise the agreement within this period.

13. ELIGIBILITY CRITERIA

For the participating company to be eligible, the service provider must attach the following **mandatory** documents:

No	Document Name	Please tick
1	A valid certified copy of the Company registration certificate, clearly indicating shareholders' and principals' contact details (as registered with BIPA) (Attach certified copies of the Identification Document of all shareholders) .	
2	A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).	
3	A valid original or certified copy of the company's good standing certificate from the Social Security Commission.	
4	A valid certified copy of the Affirmative Action Compliance Certificate or proof from the Employment Equity Commissioner that a bidder is not a relevant employer or an exemption issued in terms of section 42 of the Affirmative Action Act, 1998.	

5	A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007 (complete and return with the bid)	
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NB: Only a valid copy of an original document certified by a Commissioner of Oaths appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

14. COMMENCEMENT DATE OF ASSIGNMENT

- 14.1 Assuming that the contract can be satisfactorily concluded within 30 days from the closing of the bid, you will be expected to take up/commence and complete the assignment in **fourteen (14)** working days' time after that.

15. TAX LIABILITY

- 15.1 Please note that the remuneration you receive from this Contract will be subject to normal tax liability and payments to the Consultant in connection with carrying out this assignment.

16. INSURANCE

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

17. CONFIRMATION OF INVITATION TO SUBMIT PROPOSAL

- 17.1 We would appreciate it if you would inform us by email at bidbox@nust.na :

- (a) Your acknowledgement of the receipt of this Letter of Invitation; and
- (b) Further, indicate whether you will submit a proposal.

The Namibia University of Science and Technology would like to thank you for considering this invitation to submit proposals.

Yours faithfully,

Mrs. Rosemary Tjombonde-Kakuuai
Secretary to the Procurement Committee

Enclosures:

- Annexure 1: Terms of Reference.
- Annexure 2: Supplementary Information to Consultant.
- Annexure 3: Draft Contract under which service will be performed.
- Annexure 4: - Evaluation Criteria

TERMS OF REFERENCE

PART 1. BACKGROUND

The Namibia University of Science and Technology (NUST) invites suitably qualified and experienced service providers to submit proposals for the provision of **Debt Collection Services**. This bid seeks to engage a competent and compliant service provider to assist the institution in the recovery of one or both of the following:

1. Outstanding active student and third-party debts in a professional, ethical, and cost-effective manner. The service will cover debts owed by current students, as well as other external parties, and may include both local and international debtors.
2. Outstanding non-active student and third-party debts in a professional, ethical, and cost-effective manner. The service will cover debts owed by non-active students and third-party debts, and may include both local and international debtors.

PART 2. THE SCOPE OF WORK

The Consultant/consulting firm will work in collaboration with NUST'S Office of the Bursar and Department of Student Services functions and be responsible for the following:

- i) Ability to trace and collect overdue accounts of 90 days and above for the Institution.
- ii) Tracing and contacting debtors using lawful and ethical methods.
- iii) Negotiating and facilitating payment arrangements.
- iv) Issuing formal demand letters and follow-ups.
- v) Ability to acceptance and handling of payments agreements and payments promises on behalf of NUST.
- vi) Providing regular reports on collection progress and recovered amounts.

- vii) Advising on legal action where necessary and coordinating with legal representatives if required.
- viii) Collection zones and stages of recovery.
- ix) Forced referral to legal practitioners for litigation after sending more than **two** demand letters.
- x) Ensuring compliance with all relevant legislation, including data protection and consumer rights laws.
- xi) Forced referral to ITC for blacklisting after sending more than three demand letters.
- xii) Have an audit trail and keep records.

The consultant should include the following in their proposal:

- Procedures for credit reporting
- Procedures to place accounts with debt collection agency;
- Recovery rates;
- Scope of work that consultant performs;
- Commission rates;
- Procedures for reporting/updates;
- Collection procedures;
- Location for students to make payments;

Facilities to be provided by NUST:

NUST will be responsible for the following:

- a) To provide the overdue accounts for debt recovery.
- b) To follow up on the progress of debt collection.
- c) Monthly reconciliation.
- d) Monthly reporting.

PART 3. CONTRACT DURATION AND FEES:

1) Duration of the initial contract and assignment

- i) The contract's duration shall be for three (3) years or until all debt collection services are completed. The contract duration can be extended, depending on good performance.

2) Fees

The service provider is requested to provide their fees in a breakdown as follows:

- i) Payment will be made upon successful completion and acceptance of each collection report based on agreed milestones and submission of valid invoices.

3) Payment

Payments will be made to the Service Provider based on key deliverables completed and signed off by the Deputy Bursar. The Service Provider shall submit the invoice and accompanying supporting documents required by the University before the 5th of the month.

PART 4. CONSULTANT KEY DELIVERABLES

The **Consultant** will be required to deliver the following services:

- i) To be able to collect the overdue accounts on behalf of NUST.
- ii) To report and account for payments collected.
- iii) The bidder must provide a turnover of all amounts collected monthly to NUST together with an itemised statement of collections and receivables report showing the accounts, amount billed, and current balance due, at minimum.
- iv) The bidder must guarantee the confidentiality, security and safety of all files, documents and computer files, etc.

PART 5: REPORTING AND COMMUNICATION

The Consultant will report to Deputy Bursar and is expected to provide regular progress updates. Key milestones and reporting dates will be agreed upon at the start of the assignment.

PART 6: CONSULTANT QUALIFICATIONS AND EXPERIENCE

The consultant/consulting firm should possess:

- a) A minimum of three (3) years of extensive experience and expertise in providing debt collection services, preferably in the higher education or public sector. **(Attached list of previous and current relevant clientele and at least three (3) contactable references letter for debt collection services within the last five years). The reference letter must be on the company's letterhead, giving reference, with dates as to when a similar assignment was done and contact details of the person giving the references.**
- b) A comprehensive company profile outlining that provides a portfolio of relevant and related work and assignments delivered by the Consultancy or staff.

- c) Sound knowledge of the Namibian higher education sector and its challenges.
- d) Evidence of all appropriate and applicable insurance coverage carried by the firm or individual, including policy coverage periods.
- e) Demonstrated success in completed debt collection assignments.
- f) Provide a concise Debt Recovery Strategy outlining the approach to recover outstanding debts including segmentation of debt types (i.e. existing student debt and non-active student debts).
- g) Provide monthly and quarterly reporting and analytics detailing amounts recovered, debtor engagement statistics, aged debt analysis, success rates and trends etc.
- h) Provide evidence of financial stability as indicated by the latest audited financial statements.
- i) Substantial experience in debt collection services by the Lead Consultant and the team members to be assigned to this contract **(Attached CV of the Operational Manager and team members of the team members to be assigned to this project).**

PART 7: EXPERIENCE OF PROPOSED CONSULTING TEAM MEMBERS

The Consultant is required to propose a team for this engagement, managed by a single lead consultant. The team members will have the skills and experience necessary to undertake the range of key deliverables in this TOR. The expertise essential for the team is as follows:

Team Leader Requirements (Lead Consultant)

Attach CV and certified copies of relevant qualifications of the Operational Manager

- a) A qualified Operational manager/team leader with at least 5 years of experience in debt collection and management services.
- b) Demonstrated knowledge and experience of debt collection and management and their methodologies at the senior/executive level.
- c) Excellent English communication (oral and written), report writing, and presentation skills.

Team Members Requirements

Attach CV of all team members to be assigned to this project and certified copies of their relevant qualifications

- a) At least three (3) years of experience in debt collection services at management level.

PART 8: BUDGET

The consultant is expected to submit a detailed financial proposal, including consultancy fees, projected expenses, and any other costs associated with the Debt collection services.

PART 9: CONFIDENTIALITY

The consultant will maintain strict confidentiality concerning all matters related to the organization, its data and processes.

SUPPLEMENTARY INFORMATION FOR CONSULTANT

PROPOSALS

The interested consultants should submit a detailed technical proposal outlining the approach, methodology, and timelines. The technical proposal must include all the consultant's relevant qualifications, experience, and references.

The financial proposal must include all costs associated with the debt collection services process for both **active and non-active students**.

1) TECHNICAL PROPOSAL

- a) **Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs)** - The Consultant must describe how it will deliver the demands of the ToR; providing a detailed description of the essential performance characteristics, reporting conditions, and quality assurance mechanisms that will be put in place while demonstrating that the proposed methodology will be appropriate to the key deliverable of NUST.
- b) **Qualifications and competence of key consultants for the service:** i) Names and qualifications of the key personnel that will perform the services indicating who Operational Manager/Team Leader, who is supporting, etc. ii) CVs demonstrating qualifications must be submitted (**Form F-2**); and iii) Written confirmation from each person that they are available for the entire duration of the contract.
- c) **Consultant's Track Record** - An outline of recent experience on comparable assignments/projects executed during the last five years, which proves successful experience in conducting debt collection services exercises (Form F-3) – (**attached three (3) contactable reference letters**).
- d) **Consultant's expertise**– Submit a detailed company profile describing the nature of the business, field of expertise, licenses, certifications, and accreditations. Ensure all **mandatory documents** as specified under **Clause 13** are attached.

Financial Proposal

The financial proposals should be given in the form of a summary of the Contract estimate (**Form F-4**) and a quotation on the company's letterhead. They must include a **detailed cost breakdown as per key deliverables**, including but not limited to estimated total cost and provisions for contingencies (**Form may be amended as appropriate**). **The financial proposal should be inclusive of all service fees for the three years contract for both active and non-active students.**

The bidder must provide quotation for their applicable rates for the debt collection services on their company letterhead for the current outstanding debt and legacy outstanding debt separately as per Annexure A and B of this bid document.

Submission of Proposals

- a) The proposals shall be submitted in **one (1) original** and **three (3) copies**.
- b) **Technical** and **Financial** proposals must be submitted in one sealed envelope.

Contract Negotiations

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

BID SUBMISSION FORM

From: _____

To: _____

The Provision of Debt Collection services of the Namibia University of Science and Technology (NUST) for three (3) years.

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for **Namibia University of Science and Technology (NUST)**.

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: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

[Starting with 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 qualifications, my experience, and me.

Date: Day/Month/Year

[Signature of Consultant]

Full name of consultant: _____

ASSIGNMENTS OF SIMILAR NATURE WERE SUCCESSFULLY COMPLETED DURING THE 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 a rank, not below that of Divisional Manager or equivalent.)

Cost Estimate of Services¹**Remuneration:**

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

Out-of-Pocket Expenses² :

(a) Per Diem³ :	Room charge	Subsistence	Total	Days
	_____	_____	_____	_____

(b) Air fare

(c) Lump Sum Miscellaneous Expenses⁴ :

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

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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THIS SERVICE CONTRACT entered into this *[date]*, between the *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert consultant's 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 **Annexure 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 (**Annexure 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 a manner acceptable to the Public Entity.
- 3.2 The Consultant shall:
- (a) regularly report to and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract.
 - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

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

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

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

ARTICLE VII

LIABILITY OF THE CONSULTANT

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

ARTICLE VIII

FORCE MAJEURE

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

ARTICLE IX

TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than [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] 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: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

ANNEXURE 4

The following evaluation criteria shall be applied, notwithstanding any other requirement in the bidding documents.

The bidder must meet the following mandatory requirements.

MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

Mandatory Documents Requirements	
Mandatory Requirements	Responsive or Not Responsive
A valid certified copy of the Company registration certificate, clearly indicating shareholders' and principals' contact details (as registered with BIPA) (Attach certified copies of the Identification Document of all shareholders).	
A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).	
A valid original or certified copy of the company's good standing certificate from the Social Security Commission.	
A valid original or certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007 (complete and return with the bid)	

NB: Only a valid copy of an original document certified by a Commissioner of Oaths appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

At this stage, the bidder's submission will either be responsive or non-responsive. Non-responsive bids will be eliminated from the entire evaluation process and will not be considered further.

EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Evaluation Criteria	Points
<p>1. Adequacy and quality of the proposed Debt Recovery Strategy, quality assurance and debt collection and tracing system aligned and work plan in responding to the Terms of Reference (TORS)</p> <p>The number of points to be assigned for this criterion shall be determined considering the following sub-criteria and relevant percentage weights, which are required to be detailed within the proposed methodology and work plan:</p> <ul style="list-style-type: none"> a) The methodology is clear and complete: all key deliverables, resources mobilised, list of activities, risks, and assumptions are included. b) The methodology is relevant: it brings an added value to the TOR. c) A detailed technical approach and methodology and work plan in understanding the objectives of the assignment; proposed approach, and methodology (collecting debts, recovery, system/software and functionalities with trails/reports) for carrying out the activities and obtaining the expected output. d) The work plan is detailed, realistic, and aligned with the TORS and proposed methodology. e) Methodology and project plan linked to the milestones and timeframes. f) Clear reporting mechanisms and indicators and means of verifying progress. g) The number of personnel and expected working days for each personnel are adequate to perform each activity. <ul style="list-style-type: none"> • Detailed methodology and work plan as required above: 30% • Inadequate methodology and work plan: 15% • No methodology and work plan submitted: 0% 	<p>20</p>
<p>2. Qualifications and competence of key consultants for the service</p> <p>The number of points to be assigned for this criterion shall be determined considering the following sub-criteria and relevant percentage weights:</p> <p>1. Position: Operational Manager/Team Leader</p> <ul style="list-style-type: none"> a) A qualified operational manager/team leader with at least 5 years of experience in debt collection services at senior management level substantiated by a comprehensive CV. <p style="text-align: right;">Points: 20%</p> <p>2. Position: Team Members</p> <ul style="list-style-type: none"> a) Have a minimum of 3 years' experience in business debt collection, substantiated by a comprehensive CV. <p style="text-align: right;">Points: 10%</p>	<p>30</p>

3. Consulting Firm's Track Record (years of experience)	15
<p>Experience in debt collection services for public and private sector at senior management level (attached list of previous and current relevant clientele – Attach proof of three (3) recent contactable references (Reference verification will be done). <i>These reference letters should include the entity's name, nature of the contract, value of contract, contact person and office telephone number, and email address.</i></p> <ul style="list-style-type: none"> • 3 reference letters attached substantiating the criteria: 15% • 2 reference letters attached substantiating the criteria: 10% • 1 reference letter attached substantiating the criteria: 5% • 0 reference letter attached substantiating the criteria: 0% 	
4. The expertise of the Firm	10
<p>The number of points to be assigned for this criterion shall be determined considering the following sub-criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> a) A detailed company profile provides a portfolio describing the nature of the business, the field of expertise, licenses, certifications, and accreditations. Any relevant and related work and assignments delivered by the Debt Collection firm. b) Business addresses (trading, telephone numbers, contact persons, and email), demographics information such as employees and physical facilities such as offices. c) a minimum of five (5) years of extensive expertise in conducting Debt Collection Services for State-Owned Enterprises and the public and private sector. <ul style="list-style-type: none"> • Minimum of five (5) years of conducting Debt collection services at State-owned Enterprises and or equivalent: 10% • Minimum of three (3) years extensive experience extensive expertise in conducting Debt Collection services positions at State-owned Enterprises and or equivalent: 5% • No experience in conducting Debt collection services at State-owned Enterprises and or equivalent: 0% 	
5. Financial Stability	20
<p>The number of points to be assigned for this criterion shall be determined considering the following sub-criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> a) The bidder must have sound financial records supported by Annual Financial statements for the recent two (2) financial periods, duly audited or signed and credit rating confirmation from a commercial bank. 20% b) No financial statements provided or financial statements do not reflect sound financial standing for the magnitude of the bid. 0% 	
Total	100

a) Only Companies scoring 70% and more will be considered for financial evaluation.

ANNEXURE A – CURRENT AGE ANALYSIS OF OUTSTANDING DEBT

Age Category	Period Covered	Amount (N\$)
Current	2024 – 2025	50,000,000

ANNEXURE B – LEGACY OUTSTANDING DEBT

Age Category	Period Covered	Amount (N\$)
1 – 2 Years	2022 – 2023	96,000,000
Older than 2 Years	2014 – 2021	97,000,000