



# Request for Proposal for the Provision of

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**PROVISION OF DEBT COLLECTION SERVICES FOR NHE FOR A  
PERIOD OF THREE (3) YEARS**

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**Procurement Reference No:  
CS/RP/NHE-02/21/22**

*Date: 30 June 2021*

National Housing Enterprise, 7 Gen. Murtala Muhammed Ave, Eros, Windhoek, NAMIBIA  
Tel: 061 2927111, Fax: 061 222 941, [procurement@nhe.com.na](mailto:procurement@nhe.com.na)  
[www.nhe.com.na](http://www.nhe.com.na)

# Request for Proposal

## LETTER OF INVITATION

Dear Sir,

**SUBJECT: PROVISION OF DEBT COLLECTION SERVICES FOR NHE FOR A PERIOD OF THREE (3) YEARS**

1. You are hereby invited to submit technical and financial proposals for the provision of Consultancy Services for the provision of debt collection services for a period of three (3) years for the National Housing Enterprise (NHE) which could form the basis for future negotiations and ultimately, a contract between you and the NHE.
2. The purpose of this assignment is to:
  - (a) To be able collect the overdue accounts on behalf of NHE.
  - (b) To report and account for payments collected.
  - (c) This service is commission based and payment to the selected services provider will derive from collections undertaken.
  - (d) The service provider's rate should be incorporated into the amounts to be collected and to be paid by defaulting clients.
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 NHE, email [procurement@nhe.com.na](mailto:procurement@nhe.com.na)
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.

Consultants are advised to consult the website of the Procurement Policy Office: **[www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

## 6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- (d) To be eligible to participate in this Quotation exercise, all Namibian consultants should:
  - i. have a valid certified copy of company Registration Certificate or Registration of defensive name if applicable (certified copies);
  - ii. have a valid original/certified copy of Good Standing Tax Certificate;
  - iii. have a valid original/certified copy of Good Standing Social Security Certificate;
  - iv. have a valid certified copy of Affirmative Action Compliance Certificate, 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; and
  - v. have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007; (page 4)

## 7. Submission of Proposals

The proposals from the shortlisted 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 submitted to NHE PMU on or before Thursday, 30 July 2021 at 12h00 at the National Housing Enterprise, 7 General Murtala Muhammed Avenue Eros, Windhoek.**

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

## 8. Deciding Award of Contract

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

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.

## **9. Rights a Public Entity**

- (a) Please note that the *National Housing Enterprise* 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.

## **10. Reservation to local suppliers**

The proposed procurement will be carried out in terms of a directive issued on reservation to local suppliers for the procurement of professional services.

Reservation shall be given to services providers based and operating from the 14 regions of Namibia where the services are required.

The procurement of services will however be extended to suppliers from other regions in Namibia if there are no bids submitted by local suppliers in the region or bids from local suppliers do not meet the qualification criteria.

## **11. Duration of Assignment**

It is estimated that the minimum duration of the assignment shall be for an estimated period of three months. You should base your financial proposal on these figures, giving an indication of months considered necessary by you to undertake the assignment.

## **12. Validity of Proposal**

You are requested to hold your proposal valid for thirty (30) days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. NHE will make its best efforts to finalize the agreement within this period.

## **13. Commencement date of Assignment**

The assignment will commence after the award has been made and this will be communicated to you after conclusion of any negotiations as stated in paragraph 9.

## **14. Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the National Housing Enterprise 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 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 while performing the services.

**16. Conformation of Invitation to submit proposal**

We will appreciate if you would inform us by email at [procurement@nhe.com.na](mailto:procurement@nhe.com.na):

- a. Your acknowledgement of the receipt of this Letter of Invitation within seven (7) days; and
- b. Further indicate whether you will be submitting the proposal.

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

Yours faithfully,



**Ms. Noreen Siyanga**  
**Head: Procurement Management Unit**



## Republic Of Namibia

<b>Ministry of Labour, Industrial Relations and Employment Creation</b>
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**Witten undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Public Procurement Act, 2015**

### 1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

## 2. PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description:

.....  
.....  
.....

Anticipated Contract Duration: .....

Location where work will be done, good/services will be delivered: .....

.....

## 3. UNDERTAKING

I ..... [insert full name], owner/representative

of ..... [insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

1. A labour inspector may conduct unannounced inspections to assess the level of compliance
2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.

**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 FOR THE PROVISION OF DEBT COLLECTION SERVICES FOR NHE FOR A PERIOD OF THREE (3) YEARS****1. Background**

1.1 The National Housing Enterprise (NHE) is a state-owned enterprise that reports to the Ministry of Urban Rural Development and was established by the Act of 1993 (Act No 5 of 1993). NHE has a dual mandate as a developer and financier, with the main objectives of providing housing to Namibia's low- cost and middle-income inhabitants.

1.2 It is imperative for NHE to strengthen its debt collection operations in order to accomplish its mandate, as well as to increase its financial effectiveness and long - term sustainability. NHE is a component of the Harambe Property Plan, which is responsible for providing housing to the inhabitants of Namibia.

**2. Scope of Work**

- 2.1 The successful Service Provider will be required to provide the following debt collection services;
- a) Ability to collect the overdue accounts of more 90 days and above for the National Housing Enterprise.
  - b) Ability to demand for payments
  - c) Ability to negotiation of payment condition
  - d) Ability to acceptance and handling of payments agreements and payments promises on behalf of NHE
  - e) Client interactions, able to make and records notes
  - f) Traceability of the collectors / office recovery of officer's activity (debt collectors level)
  - g) Collection zones and stages of recovery
  - h) Forced referral to legal practitioners for litigation after sending more than demands letters

- i) Forced referral to ITC for black listing after sending more than three demand letters
- J) Audit trial

### **3. Deliverables**

#### **The successful Debt Collector is expected to perform the following;**

- a) To be able to collect the overdue accounts on behalf of NHE
- b) To report and account for payments collected.
- c) The bidder must provide a turnover of all amounts collected monthly to the NHE together with an itemized statement. In your bid submission, provide a sample of the monthly turnover reports and monthly-itemized statement of collections and receivables report showing the accounts, amount billed, and current balance due, at a minimum.
- d) The bidder must guarantee the confidentiality, security and safety of all files, documents and computer files, etc.

### **4. Responsibility**

#### **NHE, will be responsible for the following;**

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

## Current age analysis of outstanding debts as

Row Labels	Sum of d90	Sum of d120	Sum of d120p	Total	No of Clients (NHE & MH)
CB - Central Branch	321,110.59	321,110.59	15,076,512.46	15,718,733.64	<b>448</b>
NB_ North Branch	82,604.85	82,604.85	3,594,848.98	3,760,058.68	<b>47</b>
NEB - NorthEast Branch	186,903.53	186,903.53	3,062,761.45	3,436,568.51	<b>97</b>
SB - Southern Branch	306,358.77	306,358.77	6,398,637.79	7,011,355.33	<b>213</b>
WB - Western Branch	524,065.83	524,065.83	6,441,863.08	7,489,994.73	<b>304</b>
<b>Grand Total</b>	<b>1,421,043.56</b>	<b>1,421,043.56</b>	<b>34,574,623.76</b>	<b>37,416,710.88</b>	<b>1109</b>

### 5. Contract Duration

The contract duration is three (3) years. The Consultant shall develop a proposed schedule which shall form part of the submitted proposal.

### 6. Payments to the Service Provider

The Service Provider shall be entitled to (Insert %) \_\_\_\_\_ Collection Commission (plus VAT), which said commission and VAT shall be added to the debt amount handed over to the Service Provider and collected from the debtor by the Service Provider.

The debt handed to the Service Provider shall be the capitalized amount handed over to the Service Provider by the Employer at predetermined intervals, including Collection Commission plus VAT.

The Service Provider has the right to recover from the Debtors all necessary expenses and disbursements incurred in the collection process, subject to the approval of the employer.

The bidder must note that all fees for mailings and/or telephone calls, skip-tracing, use of third-party records for research, re-assignment of non-responding cases, reporting to credit agencies and similar activities are included as part of the "percentage of collections" and are not billed as a separate fee.

## 7 Evaluation Criteria

### 7.1 Mandatory Documents and Requirements

All Debt Collection Service Provider bidding for this service are required to meet the following before proceedings to the second evaluation:

- Original and valid certificate of the good standing from the Receiver of Revenue.
- Original and valid certificate of the good standing from the Social Security Commission.
- A valid, certificate affirmative action compliance certificate or proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer.
- A written undertaking as contemplated in Section 138(2) of the Labour Act, 2007
- A certified copy of the founding statement or company registration documents including list of Directors and / or Members.
- Only companies registered and residing in Namibia will be considered.

### Qualifications

**The successful bidder must meet the following criteria at a minimum or the bid will be deemed nonresponsive and rejected on that premise.**

1. The bidder must have been in business conducting debt collection services for a minimum of three (3) years.
2. The bidder must be able to comply with all aspects of the scope of work.

### Proposal Requirements

- a. Description of the company and qualifications of all staff (including copies of all licenses, resumes, and other pertinent information) involved in the provision of services must be included.
- b. A minimum of three (3) references of Namibian based clients/ companies where services have been rendered. Please include the letters of each client including start and end date of contracts, contact person, email and telephone.

c. Each agency should include in their proposal the following items:

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

Any other services or items that has been omitted from the bid document.

d. Evidence of all appropriate and applicable insurance coverage carried by the firm or individual, including policy coverage periods.

## **7 2: Technical Evaluation Criteria (70 points)**

### Evaluation Criteria A. Technical Approach

The evaluation of the proposals for this factor will be based on the Respondent's understanding and awareness of the various functions required to perform the activities and requirements of the RFP. The evaluation of the Respondent's proposal will be based upon the degree to which the Respondent has presented a quality approach to the specific dynamics of the RFP. The quality of the approach will be evaluated in terms of the Respondent's areas of staffing, proposed procedures and methodologies, the proposed work plan and schedule and the expected outcomes and deliverables as follows:

1. Responsiveness, Proposal clearly states the respondent understands the work to be performed including a complete understanding of all statutory guidelines or legal framework applicable in Namibia and has the capabilities and staff to perform such services.
2. Bidder's Experience, this includes the firm's technical experiences in debt collection.

3. Work Plan, Bidders shall be evaluated on their overall work plan including proposed schedule, availability of key personnel, and quality and effectiveness of proposal.

Bidders are required to obtain a minimum score of 70% (i.e. 70 points) to be considered technically compliant. The technical proposal will be assessed on the following criteria:

<b>Technical Evaluation Criteria (Stage 2)</b>		<b>100 Points</b>
<b>No</b>	<b>Item Description</b>	
<b>1</b>	<b>Bidder's Experience and past performance (provide evidence (reference letter, completion certificate))</b>	<b>(20)</b>
	3 years or more debt collection services assignments in the last 5 years	20
	2 years and less debt collection services assignments in the last 5 years	5
	No similar assignments in the last 5 years	0
<b>2</b>	<b>Plan for proposed services</b>	<b>(30)</b>
	Proposed work plan methodology	10
	Understanding of the assignment based on the appropriateness of the work plan	10
	Work plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel	10
<b>3</b>	<b>Resources</b>	<b>(15)</b>
	Number of competent staff available to perform the services	10
	Personnel profile for employees who will work on the assignment	5
<b>4</b>	<b>Financial capacity</b>	<b>(15)</b>
	Collection effort	10
	Evidence of financial stability as indicated by the latest audited financial statements	5
<b>5</b>	<b>References</b>	<b>(10)</b>
	include the letters of each client including duration of contract, contact person, email and telephone.	
<b>6</b>	Reporting capabilities of the bidder on the assignment	<b>(10)</b>
	Total	100

Bidder must at least score 70 points to proceed to the next level of evaluation

## 7. Closing Date

The closing date for this expression of interest is 30 July 2021 at 12h00.

**Annexure - 2****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 *[insert no. of copies to be submitted]*.

**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.

**FORM F-1**

**BID SUBMISSION FORM**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

**PROVISION OF DEBT COLLECTION SERVICES FOR NHE FOR A PERIOD OF THREE (3) YEARS**

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: \_\_\_\_\_



**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<sup>1</sup>****Remuneration:**

<b>Consultant Name</b>	<b>Monthly Rate (in currency)</b>	<b>Working Months</b>	<b>Total Cost (in currency)</b>
------------------------	---------------------------------------	-----------------------	-------------------------------------

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Sub-Total (Remuneration) \_\_\_\_\_

**Out-of-Pocket Expenses<sup>2</sup> :**

<b>(a) Per Diem<sup>3</sup> :</b>	<b>Room charge</b>	<b>Subsistence</b>	<b>Total</b>	<b>Days</b>	
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(b) Air fare: \_\_\_\_\_

(c) Lump Sum Miscellaneous Expenses<sup>4</sup> : \_\_\_\_\_

Sub-Total (Out-of-Pocket) \_\_\_\_\_

Contingency Charges: \_\_\_\_\_

**Total Estimate:** \_\_\_\_\_

<sup>1</sup> Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

<sup>2</sup> Reimbursable at cost with supporting documents/receipts unless otherwise specified.

<sup>3</sup> Per Diem is fixed per calendar day and need not be supported by receipts.

<sup>4</sup> To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

**Annexure 3**

**CONTRACT No.** \_\_\_\_\_

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*THE National Housing Enterprise*

**AND**

..... *[CONSULTANT NAME]*

## TABLE OF CONTENTS

		Page
Preamble.....		3
Article I	Scope of Services.....	15
Article II	Commencement of Services and Duration of Contract .....	15
Article III	Duties of the Consultant.....	16
Article IV	Payment for the Services.....	17
Article V	Confidentiality and Ownership of Documents.....	17
Article VI	Assignment and Sub-Contracting .....	18
Article VII	Liability of the Consultant.....	18
Article VIII	Force Majeure.....	18
Article IX	Termination of Contract .....	19
Article X	Dispute Settlement.....	19
Article XI	Modification or Amendment.....	20
Article XII	Effective Date.....	20
Article XIII	Channel of Communications and Notices.....	20
Article XIV	Governing Law.....	21
ANNEX I	Terms of Reference	
ANNEX II	Contract Amount and Method of Payment	

**THIS SERVICE CONTRACT** entered into this *[date]*, between the *[insert public entity name]* [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**

- 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 *[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**  
**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 1: LOCAL SOURCING DECLARATION

(Section 73 of Act)  
(Regulation 37(5) and 56(2))

Bid No.....

Date: .....

To:.....

[insert complete name of Public Entity]

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 local sourcing declaration by the bidders. I/We\* accept that under section 45 of the Act, I/we\* may be suspended or disqualified in the event of —

(a) If found that the goods, works and services are found to be not meeting the local content and is not supplied by the suppliers based and operating from the 14 regions of Namibia, and where the goods are required (b)

I/We\* understand this local sourcing 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 local sourcing declaration]  
Name:

\_\_\_\_\_  
[insert complete name of person signing the local sourcing declaration]

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

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Dated on.....day.....of..... [insert date of signing]

Corporate Seal (where appropriate)

[Note\* : In case of a joint venture, the local sourcing declaration must be in the name of all partners to the joint venture that submits the bid,] \*delete if not applicable appropriate.