



Open Advertised Bidding

For

Provision of Advertising Services: Design, Print, Flighting & Leasing of 19 Advertising Mobile Trailers for the Namibia Green Hydrogen Programme (NGH2P) for a period of four months

Procurement No: *NCS/OAB/EIF-NGHP-1/2026*

| | | |
|---|--------------|----------------|
| Name of Bidder | | |
| E-mail Address | | |
| Postal Address | | |
| Contact Phone Number | Work: | Mobile: |
| Contact Person | | |
| Total quoted amount in NAD Inclusive of VAT: | | |

Environmental Investment Fund of Namibia (EIF), Physical Address: 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek, P O Box 28157, Avas Valley, Windhoek, Tel: +264 61 431 7700

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PART A

LETTER OF INVITATION

Procurement Reference No. *NCS/OAB/EIF-NGHP-1/2026*

TO: ALL PROSPECTIVE BIDDERS

Dear Sir/Madam

1. Bids are invited through Open Advertised Bidding (ONB) procedures for the Provision of Advertising Services: Design, Print, Flighting & Leasing of 19 Advertising Mobile Trailers for the Namibia Green Hydrogen Programme (NGH2P) for a period of four months. More details are provided in the Terms of Reference (TOR).
2. Any request for clarification should be forwarded in writing to EIF- Procurement Unit Procurement@eif.org.na or TMbaha@eif.org.na. Requests for clarifications should be received three days prior to the deadline set for submission of bids.
3. Qualifications requirements include:

3.1 Eligibility Requirements

- a) A bidder 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) Bids from bidders 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) Must 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.

3.2 Mandatory Requirements

- a) Certified copies of either:

-
- (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.
 - (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia.
 - (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or
 - (iv) agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements.
- b) valid original or certified copy of an original Good Standing NAMRA Tax Certificate.
- (i) The certificate should be valid at the deadline of submission of bid.**
 - (ii) Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**
- c) valid original or certified copy of an original Good Standing Social Security Certificate.
- (i) The certificate should be valid at the deadline of submission of bid.**
 - (ii) Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**
- d) valid original or valid 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
- (i) The certificate should be valid at the deadline of submission of bid.**
 - (ii) Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**
 - (iii) In the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer did submit the report from the period following the date when the certificate was issued should be submitted with the bid.**
- e) A written undertaking in compliance with Section 138 (2) of the Labour Act;
- f) Bidder must operate a company registered for the provision of marketing and/or advertising services.
- g) Submit at least three (3) reference letters or Purchase Order/Award letters with proof of delivery / delivery note for the provision of outdoor trailer advertising. Not older than five (5) years. Three (3) relevant case studies of national awareness or developmental campaigns.

-
- h) Submit a valid letter of undertaking/intent to lease or proof of ownership of nineteen (19) trailers.

3.3 Technical Requirements

- a) Company Experience

- i) Five (5) years' experience in providing Advertising Services: Design, Print, Flighting & Leasing of Advertising Mobile Trailers. ***Substantiated by a reference letter(s) or Purchase Order/Award letters with proof of delivery / delivery note.***

Submit at least three (3) reference letters or Purchase Order/Award letters with proof of delivery / delivery note for the provision of outdoor trailer advertising . Not older than five (5) years.

- b) Key personnel Qualifications and Experience

The bidder shall employ a minimum of two (2) Key personnel at the beginning and throughout the entire contract:

- i) Copywriter - with a minimum Degree in Marketing/ Advertising/ Communications or related fields and a minimum of three (3) years' experience in creating content.
 - ii) Graphic Designer - with a minimum Degree in Visual Art/ Graphic Designs/ Marketing/ Advertising/ Communications or related fields and a minimum of three (3) years' experience in graphic design.

For the purpose of evaluation, bidders are required to submit Curriculum Vitae (CVs), and certified copies of academic qualifications for all the key personnel stated above.

3.4 Conflict of Interest

- a) Does the bidder have a controlling partner in common with one or more parties in this bidding process? OR does the bidder receive or have the bidder received any direct or indirect subsidy from any of the controlling partners?
- b) Does the bidder have a relationship with any other bidder(s), directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process?
- c) Has the bidder (owners/shareholders) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of this Bid?
- d) Has the bidder participated in more than one bid in this bidding process? ***Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid***

3.5 Financial Requirements

- a) Letter of intent from any registered financial institution or documentary evidence that the bidder has the financial capacity to render the services.
- b) Bidders are required to provide pricing as per items and specifications required.
- c) Substantially responsive shall be compared on the basis of price and/or total cost of ownership cost.

5) Validity of Quotations

The Quotation validity period shall be **90 working days** from the date of submission deadline.

- 6) Bids must be delivered to be deposited into the bid box on or before: **Friday, 10 April 2026 at 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek**. Late bids will be rejected.

7) Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to supply the goods/items and related services shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in PART C Contract Agreement and General Conditions of Contract.

8) Rights a Public Entity

- (a) Please note that the Environmental Investment Fund of Namibia (EIF), is not bound to select any of the bidder submitting bids.
- (b) Please note that the cost of preparing the bid is not reimbursable as a direct cost of the assignment.

1. Delivery period

Delivery shall be four (4) weeks after acceptance/issue of Purchase Order. Deviation in delivery period shall be considered if such deviation is reasonable.

- 2. The ***Environmental Investment Fund of Namibia (EIF)*** would like to thank you for considering this invitation for submission of bids.

Yours faithfully,

David Hamukwaya
Secretary to the Procurement Committee

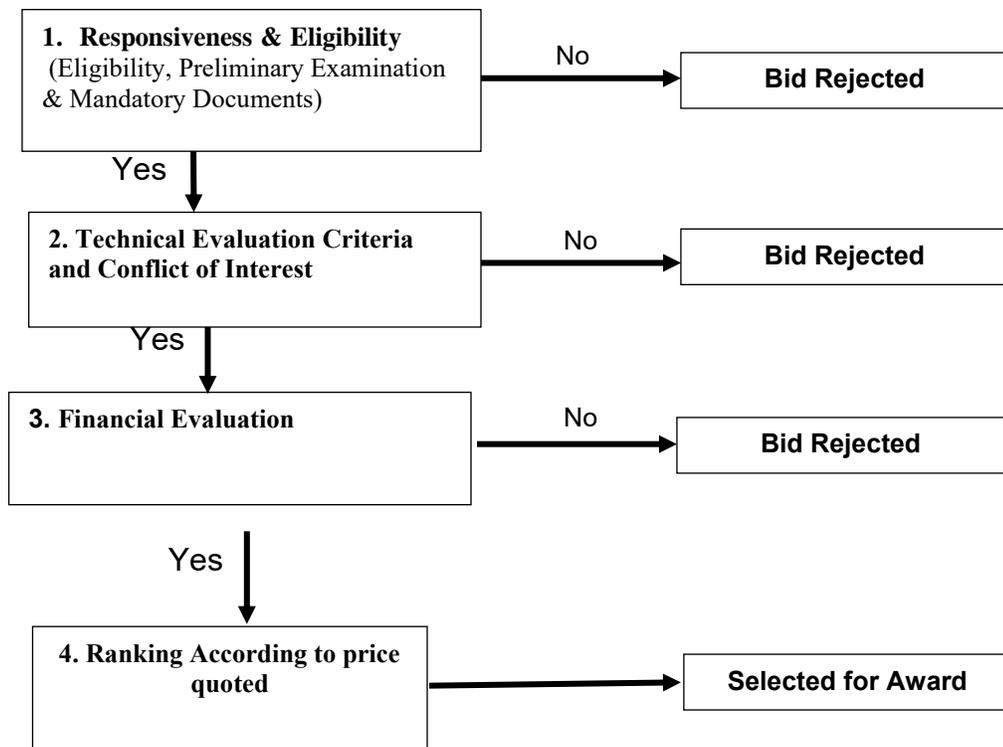
SECTION III.- EVALUATION CRITERIA

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

The Bid evaluation shall comprise of the following stages:

- Stage-1: Responsiveness check which includes Eligibility Evaluation check and Mandatory Documents/Requirement evaluation of the bids
- Stage-2: Technical Evaluation Criteria, Conflict of Interest
- Stage-3: Financial Evaluation bidders will be ranked according to price quoted to determine the lowest evaluated substantially responsive bid.

The evaluation process is illustrated in the flow diagram below:



STAGE 1

1. ELIGIBILITY REQUIREMENTS

| ELIGIBILITY | | | |
|--------------------|---|------------|-----------|
| No. | | Yes | No |
| 1.1 | Is the Bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter? | | |
| 1.2 | Does the bidder appear on any of the development bank ineligibility lists as follows: <ul style="list-style-type: none">• African Development Bank https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures• Asian Development Bank, http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999• European Bank for Reconstruction and Development, http://www.ebrd.com/pages/about/integrity/list.shtml• Inter-American Development Bank Group, http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html World Bank Group, http://www.worldbank.org/en/projects-operations/procurement/debarred-firms | | |
| 1.3 | Does the bidder appear on the debarred/blacklisted in the Republic of Namibia? PROCUREMENT - MFPE - Portal Ariel (gov.na) (https://mfpe.gov.na/procurement) | | |

Note: Bidders who appear in any of the ineligibility lists will be deemed non-responsive, therefore, disqualified and will not be considered further.

2. MANDATORY REQUIREMENTS

| Mandatory Documents / Requirements | | | |
|---|-------------------------------|------------|-----------|
| No. | Mandatory Requirements | Yes | No |

| Mandatory Documents / Requirements | | | |
|------------------------------------|---|-----|----|
| No. | Mandatory Requirements | Yes | No |
| 2.1 | <p>Has the bidder submitted a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid company Registration Document.</p> <p>The company registration document must also clearly indicate ownership.</p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p> | | |
| 2.2 | <p>Has the bidder submitted an original or copy of an original Good Standing NAMRA Tax Certificate (valid at the deadline of submission of bid);(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?,</p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p> | | |
| 2.3 | <p>Has the Bidder submitted a valid original or valid certified copy (valid at the deadline of submission of bid)of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?,</p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p> | | |
| 2.4 | <p>Has the Bidder submitted a valid 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, (valid at the deadline of submission of bid) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))? In the case of Joint Ventures (JV), each JV partner must comply with the above.</p> | | |

| Mandatory Documents / Requirements | | | |
|---|--|------------|-----------|
| No. | Mandatory Requirements | Yes | No |
| | <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i> | | |
| 2.5 | Has the Bidder completed a written undertaking in compliance with Section 138 (2) of the Labour Act, 2007 on page 19-20 | | |
| 2.6 | Does the bidder operate a company registered for the provision of marketing and/or advertising services. | | |
| 2.7 | Has the bidder submitted at least three (3) reference letters or Purchase Order/Award letters with proof of delivery / delivery note for the provision of outdoor trailer advertising . Not older than five (5) years. | | |
| 2.8 | Has the bidder submitted a valid letter of undertaking/intent to lease or proof of ownership of nineteen (19) trailers. | | |

Note: *The Bidders' submission will either be responsive or non-responsive. Bidders deemed non-responsive to any of the above Mandatory Requirements Document Evaluation Criteria will be disqualified from the entire evaluation process and will not be considered further.*

STAGE 2

3. TECHNICAL EVALUATION

| Technical Evaluation | | | | | |
|------------------------------|--|---|------------------|-------------------------|--|
| | <i>(Marks for the criterion and sub-criteria to be inserted by the Purchaser)</i> | | Max Marks | Allocate d Marks | |
| A. Company Experience | | | | | |
| 4.1. | Service providers' experience in providing Advertising Services: Design, Print, Flighting & Leasing of | 5 years and above Substantiated by a reference letter(s) or Purchase Order/Award letters with proof of delivery / delivery note | 30 | 30 | |

| Technical Evaluation | | | | | |
|--|---|--|----|------------------|------------------------|
| (Marks for the criterion and sub-criteria to be inserted by the Purchaser) | | | | Max Marks | Allocated Marks |
| Advertising Mobile Trailers. Bidder must have at least three (3) years' experience <i>(Reference verification will be done by Bid Evaluation Committee by calling or emailing)</i> <i>These references should include the name of the entity, nature of contract, contact person and office telephone number and email address)</i> | 3-4 years | Substantiated by a reference letter(s) or Purchase Order/Award letters with proof of delivery / delivery note. | 20 | | |
| | Two (2) years | Substantiated by a reference letter(s) or Purchase Order/Award letters with proof of delivery / delivery note | 10 | | |
| | Less than two (2) years | Substantiated by a reference letter(s) or Purchase Order/Award letters with proof of delivery / delivery note | 0 | | |
| B. Key personnel Qualifications and Experience | | | | | |
| Key personnel | | | | | |
| The bidder shall employ as a minimum of two (2) Key personnel at the beginning and throughout the entire contract: | | | | | |
| <ol style="list-style-type: none"> 1. -Copywriter - with a minimum Degree in Marketing/ Advertising/ Communications or related fields and a minimum of three (3) years' experience in creating content. 2. Graphic Designer - with a minimum Degree in Visual Art/ Graphic Designs/ Marketing/ Advertising/ Communications or related fields and a minimum of three (3) years' experience in graphic design. | | | | | |
| For the purpose of evaluation, bidders are required to submit Curriculum Vitae (CVs), and certified copies of academic qualifications for all the key personnel stated above | | | | | |
| Relevant Tertiary Qualifications and | Degree or higher in Marketing/ Advertising/ | | 15 | 30 | |

| Technical Evaluation | | | |
|-----------------------------|--|--|------------------------|
| | (Marks for the criterion and sub-criteria to be inserted by the Purchaser) | Max Marks | Allocated Marks |
| | Experience of the Copywriter Submit Degree in Marketing/ Advertising/ Communications or related fields and a minimum of three (3) years' experience in content creation. | Communications or related fields. | |
| | | Diploma or Certificate in Marketing/ Advertising/ Communications or related fields. | 10 |
| | | No tertiary qualifications in Marketing/ Advertising/ Communications or related fields. | 0 |
| | | More than three (3) years' experience in content creation. | 15 |
| | | 1-2 years' experience in content creation | 10 |
| | | No years of experience in content creation. | 0 |
| | Relevant Tertiary Qualifications and Experience of Graphic Designer. Submit Degree in Visual Art/ Graphic Designs/ Marketing/ Advertising/ Communications or related fields and a minimum of three (3) years' experience in graphic design. | Degree or higher in Visual Art/ Graphic Designs/ Marketing/ Advertising/ Communications or related fields. | 15 |
| | | Diploma or Certificate in Visual Art/ Graphic Designs/ Marketing/ Advertising/ Communications or related fields. | 10 |
| | | No tertiary qualifications in Visual Art/ Graphic Designs/ Marketing/ Advertising/ Communications or related fields. | 0 |
| | | More than three (3) years' experience in content creation. | 15 |
| | | 1-2 years' experience in content creation | 10 |
| | | 0 | |
| | | 30 | |

| Technical Evaluation | | | | |
|-----------------------------------|--|---|------------------|------------------------|
| | <i>(Marks for the criterion and sub-criteria to be inserted by the Purchaser)</i> | | Max Marks | Allocated Marks |
| C. Concept Design/ Artwork | | | | |
| | Submit Sample of possible look and feel on the outdoor advertising trailers as per the specifications provided. | Sample provided meets requirements/ specifications. | 10 | <u>10</u> |
| | | Sample provided does not meet requirements/ specifications. | 0 | |
| TOTAL SCORE | | | | /100 |

3. CONFLICT OF INTEREST

| Conflict of Interest | | | |
|-----------------------------|--|------------|-----------|
| No. | Mandatory Requirements | Yes | No |
| 3.1 | Does the bidder have a controlling partner in common with one or more parties in this bidding process? OR Does the bidder receive or have the bidder received any direct or indirect subsidy from any of the controlling partners? | | |
| 3.2 | Does the bidder have a relationship with any other bidder(s), directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process? | | |
| 3.3 | Has the bidder participated in more than one bid in this bidding process? <i>Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid</i> | | |
| 3.4 | Has the bidder (owners/shareholders) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of this Bid? | | |

Note: All Bidders found to have a conflict of interest shall be disqualified.

NOTE: The conflict of interest will be evaluated throughout all the stages of the evaluation process

STAGE 3

4. FINANCIAL EVALUATION

a. FINANCIAL REQUIREMENTS

| No. | FINANCIAL REQUIREMENTS | Yes | No |
|------------|---|------------|-----------|
| 4.1 | Letter of intent from any registered financial institution or proof in the form of bank statement that the bidder has the financial capacity to execute the contract. | | |

Section V. Priced Activity Schedule

Contract: NCS/OAB/EIF-NGHP-1/2026

Name of Procurement: Provision of Marketing Services: Design, Print, Flighting & Leasing of 19 Advertising Mobile Trailers for the Namibia Green Hydrogen Programme (NGH2P) for a period of four (4) months.

Currency of Bid: Namibia Dollars

| Item No | Brief Description of Services | Quantity | Unit of Measure | Unit Price | Total Price |
|----------------|---|-----------------|------------------------|-------------------------------|--------------------|
| A* | B* | C* | D* | E | F |
| 1 | Design, copyright, and printing of PVC vinyl banners. | 38 | Each | | |
| 2 | Leasing of 19 Advertising Mobile Trailers | 4 | Monthly | | |
| 3 | Transport and flighting of outdoor advertising trailers. NB: <ul style="list-style-type: none"> • Please see identified sites in Section VI below: • Please provide detailed transport cost breakdown for each site. | 19 | Each | | |
| | | | | Other additional costs | |
| | | | | Subtotal | |
| | | | | VAT @ % | |
| | | | | Total | |

Enter 0% VAT rate if VAT exempt.

** Columns A to D to be completed as applicable by Public Entity*

SECTION VI. SCOPE OF SERVICE AND PERFORMANCE SPECIFICATION

1. BACKGROUND

The **Namibia Green Hydrogen Programme (NGH2P)**, under the stewardship of the Government of the Republic of Namibia, is a national strategic initiative driving the development, commercialisation, and socio-economic integration of green hydrogen and its related value chains, in line with the NDP6 targets' focus area: Green Hydrogen.

Anchored in **Vision 2030**, and the **National Green Hydrogen Strategy**, the Programme seeks to position Namibia as a leading global hub for green hydrogen production, export, and downstream industrialisation. To ensure the public is informed, engaged, and empowered to benefit from the emerging hydrogen economy, NGH2P intends to implement a **four-month nationwide Mobile Out- of-Home (MOOH) Awareness Campaign**.

This campaign will communicate the Programme's socio-economic benefits, opportunities for youth and communities, regional development outcomes, and Namibia's role in shaping a sustainable energy future.

2. OBJECTIVES OF THE CAMPAIGN

The overall objective is to deploy a **national mobile billboard advertising campaign** that informs, educates, and mobilises the Namibian public on the Green Hydrogen Programme.

Specific Objectives

- Increase public understanding of green hydrogen and its relevance to Namibia's economic transformation.
- Communicate the Programme's regional initiatives, pilot projects, training opportunities, and investment partnerships.
- Enhance the visibility and credibility of NGH2P as a flagship national development initiative.
- Support behavioural change and public ownership of Namibia's green industrialisation agenda.
- Ensure that communities across all 14 regions—including rural, peri-urban, and high-traffic transit areas—receive clear, accessible, and consistent messaging.

3. SCOPE OF SERVICES

The selected service provider will be expected to implement the following components:

3.1 Deployment of Mobile Advertising Units

- Deploy **nineteen (19)** double-sided mobile billboard trailers (3 m × 6 m) across all **fourteen (14) regions** of Namibia (*see list of sites on last page*)
- Identify, secure, and maintain strategic sites in consultation with NGH2P, including:

-
- High-traffic intersections
 - Growth centres and peri-urban communities
 - Informal settlements
 - National roadblocks
 - Regional transit corridors
 - Border Towns and rural service hubs
 - Ensure **consistent visibility, optimal placement**, and accessibility of all units for the full duration of the twelve-month campaign.

3.2 Production and Installation

- Print and install campaign artwork using **high-quality, UV-resistant PVC vinyl**.
- Replace or update artwork as instructed by NGH2P throughout the campaign period.
- Ensure full compliance with NGH2P's **brand identity, tone, messaging, and visual guidelines**.

3.3 Monitoring, Reporting, and Maintenance

- Conduct regular inspections to ensure:
 - All trailers remain structurally secure, clean, and correctly positioned.
 - Reflective material and safety components remain intact.
 - Chains and stabilisers are in good working condition.
- Submit **monthly monitoring reports** containing:
 - Photographic evidence per region
 - GPS coordinates where applicable
 - Visibility assessments
 - Site condition notes
- Submit a **comprehensive final report** at the end of the twelve months, covering performance insights, reach indicators, and recommendations for future campaigns.

3.4 Compliance, Approvals, and Stakeholder Coordination

- Obtain and maintain all relevant approvals from:
 - Local authorities
 - Municipalities and town councils
 - Regional leadership structures
 - Community representatives (where applicable)
- Ensure compliance with all outdoor advertising regulations, traffic safety laws, road transport regulations, and municipal bylaws.
- Maintain respectful community engagement to support NGH2P's inclusive development ethos.

4. Deliverables

| Deliverable | Description |
|-----------------------------------|---|
| Deployment Plan | Detailed placement plan including proof of ownership, proof of transport/hauling capacity, route mapping, and regional deployment strategy. |
| Site Verification Report | Photographic verification per region, with dates and trailer IDs confirming full deployment. |
| Monthly Monitoring Reports | Reports containing photographs, condition checks, regional visibility assessments, and remarks on community exposure. |
| Final Campaign Report | Consolidated report summarising campaign outcomes, insights, KPIs, challenges, lessons learned, and recommendations. |

5. Technical Specifications

All advertising units deployed must comply with the following minimum standards:

1. **Quantity:** Nineteen (19) double-sided mobile advertising trailers.
2. **Dimensions:** 3 m (height) × 6 m (length) per trailer.
3. **Ground Clearance:** Minimum 1 metre.
4. **Safety Requirements:**
 - Yellow reflective tape on all sides.
 - Trailers must be stabilised using stainless-steel chains and anchors.
 - Must withstand outdoor weather conditions for a Four (4) months period.
5. **Banner Quality:** Printed on high-durability, UV-resistant PVC vinyl suitable for long-term outdoor display.
6. **Licensing and Roadworthiness:**
 - All trailers must be fully roadworthy with valid licence discs.
 - Proof of ownership and NaTIS registration for all nineteen trailers is required.
7. **Branding Requirements:**
 - Trailers must display the service provider's contact details for traceability.
8. **Verification:**
 - The NGH2P team will conduct an onsite capacity and compliance assessment prior to deployment.
9. **Campaign Duration:**
 - Four (4) months, inclusive of artwork updates and site re-evaluations during the campaign cycle.

Sites:

| | | |
|------------------------|--|--|
| 1. Onhuno Roadblock | 2. Ongwediva Roadblock | 3. Windhoek-Hosea Kutako International Airport Roadblock |
| 4. Oshivelo Checkpoint | 5. Mururani Gate | 6. Windhoek-Rehoboth Roadblock |
| 7. Mariental Roadblock | 8. Swakopmund Roadblock | 9. Otjiwarongo Roadblock |
| 10. Lüderitz | 11. Oranjemund | 12. Walvis Bay |
| 13. Gobabis | 14. Opuwo | 15. Windhoek-Okahandja Roadblock |
| 16. Ondangwa | 17. Hosea Kutako International Airport | 18. Ruacana |
| 19. Henties Bay | 20. | 21. |



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour 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.*

PART C
CONTRACT

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Section VII. General Conditions of Contract

A. General Provisions

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder **as specified in SCC;**
 - (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (c) “Contract Period” means the period which the Services are required to be provided by the Service Provider as certified by the Employer **as indicated in the SCC;**
 - (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract **as indicated in the SCC;**
 - (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.2;
 - (f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
 - (g) “Employer” means the party who employs the Service Provider **as specified in the SCC;**
 - (h) “GCC” means these General Conditions of Contract;
 - (i) “Government” means the Government of the Republic of Namibia;
 - (j) “Local Currency” means Namibia Dollars;
 - (k) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this

Contract;

- (l) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (m) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (n) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Purchaser;
- (o) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Purchaser;
- (p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Purchaser;
- (r) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid;
- (s) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Namibia.

1.3 Language This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in **Appendix A**, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Republic of Namibia or elsewhere, as the Employer may approve.

-
- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Public Entity The Service Provider shall permit the Employer Post Award to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so, required by the Latter.
- 1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**, no later than 30 days after the notification of award was issued.
- 2.2 Commencement of Services
- 2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written

agreement between the Parties.

2.5 Force Majeure

- 2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract of The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time of Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

- 2.6.1 By the Purchaser The Purchaser, acting on behalf of the Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:
- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
 - (b) if the Service Provider become insolvent or bankrupt;
 - (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

(e) In case the liquidated damage reaches the maximum as per sub- clause 3.10.1.

(f) Notwithstanding the above the Purchaser may terminate the contract for the convenience of the

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

Employer after giving a prior notice of 30 days.

2.6.2 By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within Sixty (60) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of

Interests

- 3.2.1 Service Provider Not to Benefit from Commissions and Discounts. The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project. The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities. Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Namibia which would conflict with the activities assigned to them under this Contract;
 - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
 - (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.
- 3.3 Confidentiality. The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Assignment. The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the

Employer.

3.5 Indemnification

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

3.6 Insurance to be Taken Out by the Service Provider

(a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

(c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:

(i) Name the Employer as additional insured;

(ii) Include a waiver of subrogation of the Service

Provider's rights to the insurance carrier against the Employer;

(iii) Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

- 3.7 Service Provider's Actions Requiring Employer's Prior Approval The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- 3.8 Reporting Obligations The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.9 Documents Prepared by the Service Provider to Be the Property of the Employer All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.
- 3.10 Liquidated Damages
- 3.10.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.10.2 Correction for If the Intended Completion Date is extended after liquidated

-
- Over-payment damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.10.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**
- 3.11 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Notification of award. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Purchaser and denominated in Namibia Dollars. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

- 4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have:
- (i) committed serious misconduct or have been charged with having committed a criminal action, or
- (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Service Provider shall, at the Employer's

written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.
- 5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.

6. Payments to the Service Provider

- 6.1 Time-Based Remuneration The Service Provider's remuneration shall not exceed the Contract Price rates and shall be subject to the quantities performed as agreed with the purchaser including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price The price payable in Namibia Dollars is the corrected bid price accepted in terms of the award or the total amount in terms of the Contract Agreement signed by the Parties, whichever is applicable.
- 6.3 Payment for Additional Services, and Performance Incentive 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, an increase in the remuneration may be done by increasing the quantities multiplied by the unit price

Compensation thereto provided in Appendices D and E.

6.4 Terms and Conditions of Payment 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Namibia for the same amount and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments 6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 30 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 30 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made

in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

6.8 Labour Clause

6.8.1 (a) The remuneration and other conditions of work of the employees of the Service Provider shall not be less favourable than those established for work of the same character in the trade concerned-

- (i) by collective agreement applying to a substantial proportion of the employees and employers in the trade concerned;
- (ii) by arbitration awards; or

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

6.8.2 No Service Provider shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:

- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Accounting Officer of the Public Entity administering the contract may require satisfying himself that the provisions under this clause have been complied with.

6.8.3 Where the Accounting Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.

6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

7. Quality Control

7.1 Identifying Defects The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of a Defect is given; the Service Provider shall correct the notified Defect within the

length of time specified by the Employer's notice.

- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3

8. Settlement of Disputes

- 8.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Settlement
- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 15 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The adjudication shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing

Authority **designated in the SCC** at the request of either party, within 15 days of receipt of such request.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(a) | <p>The Adjudicator proposed by the Purchaser is a person to be nominated by the President of the Law Society of Namibia on the instruction of the Employer.</p> <p>The Adjudicator proposed by the Employer: Adjudication will be as per the Laws of Namibia. The adjudication procedures of the following institutions will be used:</p> <p>Following notice of intention to commence arbitration issued by either party, an Adjudicator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitration to be appointed by a judge in Chambers of Namibia. The Arbitrator fees as taxed will borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties.</p> |
| 1.1(c) | The Contract Period is: five (5) months. |
| 1.1(d) | The contract name is Provision of Advertising Services: Design, Print, Flighting & Leasing of 19 Advertising Mobile Trailers for the Namibia Green Hydrogen Programme (NGH2P) for a period of four months. |
| 1.1(g) | The Employer: Environmental Investment Fund of Namibia (EIF). |
| 1.1(k) | <p>The Member in Charge is _____</p> <p>_____</p> <p>(Service Provider's member)</p> |
| 1.4 | <p>The addresses for delivery of notices are:</p> <p>For notices, the Purchaser's address shall be:</p> <p>Mr. Benedict Libanda Street: 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets , Klein Windhoek City: Windhoek</p> <p>Service Provider: _____</p> |

| | |
|---------------|--|
| | Attention: _____ Facsimile: _____ |
| 1.6 | The Authorized Representatives are: For the Employer: Chief Executive Officer For the Service Provider: _____ |
| 2.1 | The date on which this Contract shall come into effect is the date of signing of the contract. |
| 2.2.2 | The Intended Starting Date for the commencement of Services is as agreed by both parties. The service providers shall be given twenty - one working days after contract award to design, print, transport and flights. |
| 2.3 | The Intended Completion Date is: five months (5) months after commencement of the contract. <ol style="list-style-type: none"> 1. One (1) month for design, print, transport and flights 2. four (4) for leasing. |
| 2.5.1. | Public Entity to define what is considered as extreme conditions: To be agreed upon by both parties at contract signing. |
| 3.2.3 | Activities prohibited after termination of this Contract are: Unless instructed otherwise, the advertising trailers should be removed from all sites. |
| 3.7(d) | The service provider shall obtain the Purchasers' prior approval for reservations (itineraries and vouchers prior to departure dates and times). |
| 3.9 | Restrictions on the use of documents prepared by the Service Provider are: Campaign messages. |
| 3.10.1 | The liquidated damages rate is 1% per day. The maximum amount of liquidated damages for the whole contract is 10% percent of the final Contract Price. |
| 3.10.3 | The percentage to be used for the calculation of Lack of performance Penalty/(ies) is 1% of the monthly contract amount. The Defects Liability Period is within 24 hours. |
| 3.11 | No performance security required. |
| 5.1 | The assistance and exemptions provided to the Service Provider are: |

| | |
|--------------|--|
| | Campaign messages. |
| 6.4 | Advance payment shall not be applicable. |
| 6.5 | Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 days in the case of the final payment. The interest rate will be as per that prime month rate |
| 6.6.1 | Prices/rates shall not be adjusted for fluctuations. |
| 7.1 | The principle and modalities of Inspection of the Services by the Purchaser shall be Value Added Services. The Defects Liability Period is within 24 hours of travellers' date and time. |
| 8.2.3 | Adjudication as per the Laws of Namibia |
| 8.2.4 | The adjudication procedures of the following institutions will be used: <i>"Following notice of intention to commence adjudication issued by either party an Adjudicator shall be appointed by both parties to the dispute or in any case of disagreement, by an Adjudicator to be appointed by a judge in Chambers of Namibia. The Adjudicator taxed fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties".</i> |
| 8.2.5 | The designated Appointing Authority for a new Adjudicator is Law Society of Namibia. |

Section IX. Contract Forms

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Form of Contract

TIME-BASE REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, Purchaser on behalf of the Public Entity and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

WHEREAS

- (a) the Purchaser on behalf of the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Purchaser that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... at a rate of N\$ per unit;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Notification of award;
- (b) the Service Provider's Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Purchaser on behalf of Employer

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]