



Open Advertised Bidding

For

Supply and delivery of Meteorological Mast equipment for a Measurement Campaign

Procurement No: *G/OAB/EIF-NGHP-2/2025*

Name of Bidder		
E-mail Address		
Postal Address		
Contact Phone Number	Work:	Mobile:
Contact Person		

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, Auas Valley, Windhoek, Tel: +264 61 431 7700



LETTER OF INVITATION

Procurement Reference No. G/OAB/EIF-NGHP-2/2025

TO: ALL PROSPECTIVE BIDDERS

Dear Sir/Madam

1. Bids are invited through Open Advertised Bidding (OAB) procedures for Supply and delivery of Meteorological Mast equipment for a Measurement Campaign. The invitation is open to both local and international bidders. More details on the Meteorological Mast equipment are provided in the specification's requirements.
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 five 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) Bidders 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.

NB: Agreements if any, 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 must be submitted with this bid.

- 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) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, the Remuneration Order, and Award, where applicable and that it will abide

by sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof.

Note: Requirements a - e are for Namibian entities.

- f) Track record of at least 5 years for rendering services with a comparable scope, ideally in Namibia and South Africa, if available.
- g) Two letters of reference from Clients on similar / related projects.
- h) Manufacturer's Authorization letter

3.3 Technical Requirements

Bidders shall submit along with their quotation documents, catalogues, technical documentation and any other literature to substantiate compliance with the required specifications.

3.2 Financial Requirements

- a) Bidders are required to provide pricing as per items and specifications required.
- b) Substantially responsive shall be compared on the basis of price and/or total cost of ownership.

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: **Monday, 30 June 2025 at 8933 Heinitsburg Heights, c/o Heinitsburg & 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 of 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.

9. 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.

10. 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

LIST OF GOODS AND PRICE SCHEDULE

FOR THE EIF				FOR THE BIDDER				
				<p style="text-align: center;"><u>Bidders shall fill-in columns E - I and fill the total</u></p> <p>E= mark with a *if an equivalent is quoted F= Rate per unit G=Total price for one item (C x F)</p> <ul style="list-style-type: none"> If an equivalent is quoted, please attach to your quote appropriate technical information & specification Bidders shall fill in and sign the bottom section of this page 				
A	B	C	D	E	F	G	H	
Item no.	Description of Goods	Quantity required	Unit of measures	Price per unit NAD ¹	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/month)	Country of Origin
1.	Met Masts Equipment As per the below listed Technical Specifications.	10	Each					
TOTAL AMOUNT								
NAME:		POSITION:		SIGNATURE			DATE	
NAME OF BIDDER:		ADDRESS:						

TECHNICAL SPECIFICATIONS OF WIND MET MASTS

The Met Masts and equipment must be robustly designed to withstand the harsh desert conditions of the Tsau //Khaeb (Sperrgebiet) National Park (TKNP) area, while ensuring precise measurement capabilities. The technical design of the Met Mast must be meticulously engineered to withstand harsh environmental conditions while accurately capturing essential data. Below are the technical specifications for the Met Masts.

Location: Tsau //Khaeb (Sperrgebiet) National Park) (TKNP)

Situated in the arid landscapes of southwestern Namibia, the TKNP is notable for its strong winds, which are ideal for generating wind energy. Studies show that the area consistently experiences high wind speeds and reliable wind patterns throughout the year. These conditions are perfect for generating clean, renewable energy using wind turbines. The Park's wind resource is valuable for meteorological research, providing accurate weather data needed to evaluate renewable energy projects. This data includes wind characteristics such as wind speed, direction, and variability over time. Having precise weather information is essential for designing and operating wind turbines efficiently, ensuring they produce maximum energy outputs. The TKNP covers an area of approximately 21 750 km², spanning about 320 km from the northeast to the southeast ¹.

It is bordered by the Atlantic Ocean to the west, the Orange River to the south, the Namib-Naukluft National Park to the north, and agricultural land to the east. Settlements and towns are positioned at the four corners of the TKNP, including Aus, Rosh Pinah, Lüderitz, and Oranjemund. The Ministry of Environment, Forestry and Tourism manages the TKNP.

¹ [https://www.meft.gov.na/files/downloads/bfd_Management%20Plan%202%20-%20Tsau%20Khaeb%20\(Sperrgebiet\)%20National%20Park.pdf](https://www.meft.gov.na/files/downloads/bfd_Management%20Plan%202%20-%20Tsau%20Khaeb%20(Sperrgebiet)%20National%20Park.pdf)

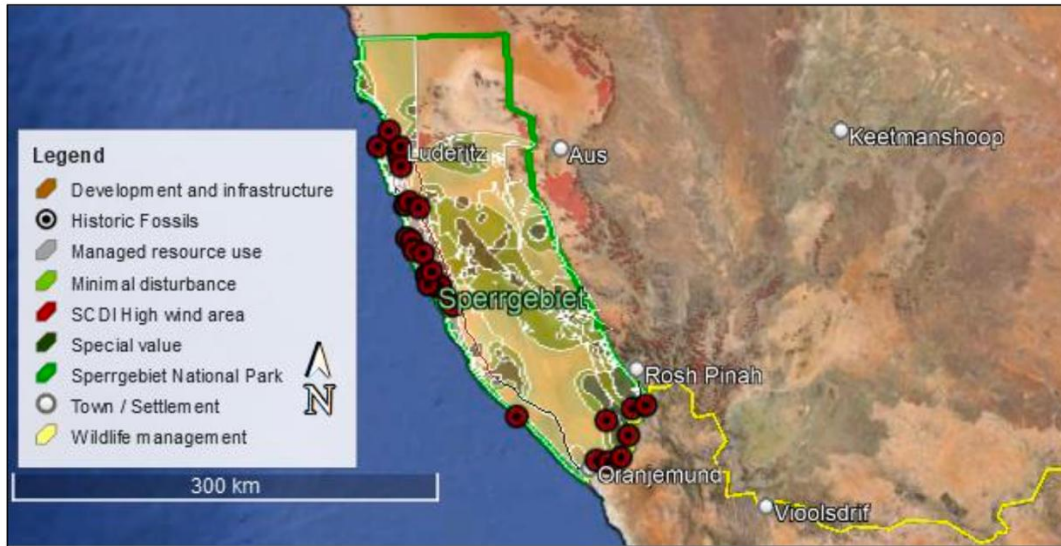


Figure 1: MEFT Environmental zoning of the Sperrgebiet (TKNP).

The Met Mast will be deployed within various locations of this area.

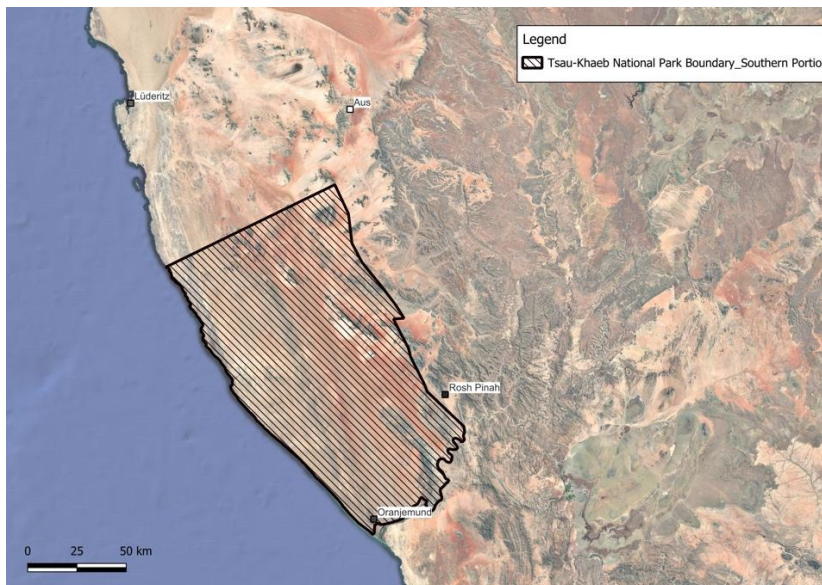


Figure 2: Area for Met Mast Deployment.

4.1. Design Considerations and Specifications

4.1.1. Mast Type, Height and Configuration

- Height: 120 meters to capture data at varying altitudes for comprehensive wind profiling.
- Material: Lattice tower standard design, including:
 1. Guy wires
 2. Lightning protection and earthing/grounding according to the relevant IEC Standards
 3. Anti-climbing/security protection
 4. Booms/brackets for sensor according to relevant IEC standards
 5. Mast anchoring systems
 6. Painting and lighting to civil aviation specifications

4.1.2. Equipment, sensors and cabling

All selected equipment and models must be manufactured by top tier reputable companies in the wind energy industry. At least the following sensors are expected to be installed on the met mast:

- Anemometers: Cup or sonic type/Thies first class advanced, including individual MEASNET calibration certificates. To be installed at a minimum of three (3) different heights along the length of the mast, with a height increase of at least 33% between each level. Lowest measurement level must be at least 20m above ground. Top anemometer installed shall have a backup sensor to provide redundancy in the measurements for comparison and gap-filling purposes.
- Wind Vanes: Thies first class with individual factoru certificate according to EN10204 or MEASNET calibration certificate. Directional sensors to

determine prevailing wind directions must be installed at a minimum of two (2) different heights along the length of the mast.

- Temperature and Humidity Sensors: Distributed along the mast height to capture vertical profiles.
- Barometer: Sensor to measure atmospheric pressure on site. To be installed in a shelterbox with individual factory certificate according to EN10204.
- Pyranometers: Measure solar radiation incident on the site for energy balance calculations.
- Cables for sensors and equipment
- Installation of a microphone and cabling
- As an option for complex sites, a 3D Ultrasonic including MEASNET calibration certificates or another appropriate instrument to measure flow inclination and thermal stability shall be quoted.
- LiDAR (Light Detection and Ranging) system: to measure wind characteristics with high accuracy and flexibility. While a met mast is a physical structure with sensors installed at fixed heights, a LiDAR complements or substitutes some of these measurements by using laser pulses to gather wind data remotely and vertically across multiple heights.

4.1.3. Data Acquisition System (DAS)

- Capabilities: High-resolution data logging and transmission for real-time monitoring.
- Integration: Interfaces with meteorological satellites or cellular networks for remote data access. GSM/GPRS modem- make sure network connectivity is sufficient (The supplier needs to confirm that there is cellular reception at locations). An extra-over should be provided for a satellite modem.

- Data Logger - Data Loggers certificate that state compliance with the IEC and calibration certificate.
- The relevant input channels of the data logger shall be protected by external overvoltage modules.
- Memory cards (size is important as the memory card should not over-write)

4.1.4. Structural Integrity

- Engineering Standards: Adherence to local and international engineering design standards for wind load resistance.
- Durability: Anti-corrosive coatings and materials to mitigate sand abrasion effects.

4.1.5. Power Supply

- Solar Panels and charge controller: Primary power source with battery which is sufficient to provide power supply backup for uninterrupted operations. Proper sizing must be carried out to ensure full availability of all necessary equipment.
- Efficiency: Utilisation of high-efficiency panels to optimize energy capture in desert conditions.

4.1.6. Aviation Lighting

- Obstruction light as per ICAO standards (Namibia Civil Aviation Authority (NCAA) standards)

PART C
CONTRACT

General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “SCC” means the Special Conditions of Contract.
- (k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(m) “The Project Site,” where applicable, means the place **named in the SCC.**

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

(ii) “fraudulent practice” 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 obligation³;

(iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence

² “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Public Entity’s staff and employees of other organizations taking or reviewing procurement decisions.

³ “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.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

improperly the actions of another party;

- (iv) “coercive practice” 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 party⁵;
- (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 a Public Entity’s 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; or
 - (bb) acts intended to materially impede the exercise of the Public Entity’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Public Entity].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4. Interpretation 4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract the meaning of any trade term and the rights and obligations of parties hereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

⁵ “Party” refers to a participant in the procurement process or contract execution.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for

documents provided by the Supplier.

- | | | |
|--|------|---|
| 6. Joint Venture, Consortium or Association | 6.1 | If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. |
| 7. Eligibility | 7.1 | The Supplier and its Subcontractors shall be Namibian nationals only. |
| | 7.2 | All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| 8. Notices | 8.1 | Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt. |
| | 8.2 | A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| 9. Governing Law | 9.1 | The Contract shall be governed by and interpreted in accordance with the laws of Namibia. |
| 10. Settlement of Disputes | 10.1 | The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
| | 10.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration |

proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any money due the Supplier.

11. Inspections and Audit

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Entity and/or persons appointed by the Public Entity to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Entity if requested by the Public Entity. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

- 16.1 The Contract Price shall be paid as **specified in the SCC.**
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as

appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to **GCC Clause 13** and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 Bidders will be paid in fixed Namibian dollars or Namibian dollars adjusted to the fluctuation in the rate exchange at the time of delivery, **as specified in the SCC**.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 For goods manufactured outside Namibia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Namibia.

17.2 For goods Manufactured within Namibia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Namibia, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as **specified in the SCC**, the Supplier shall, within thirty (30) days of the award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security, if required, shall be denominated in Namibian dollars, and shall be in the form of a bank guarantee issued by a local commercial bank, or in the case of the bank

guarantee being issued by a foreign bank, the bidder must provide a public entity with a counter-guarantee from a commercial bank from Namibia.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty eight (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, **unless specified otherwise in the SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously

obtained, directly or indirectly, from the other party; or

- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to

Documents

their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise **specified in the SCC**, the Goods supplied under the Contract shall be fully insured in Namibian dollars against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC**.

25. Transportation

25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Namibia **as specified in the SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative

to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided

otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Namibia.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the

Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser,

whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in
Laws and
Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Namibia (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force
Majeure**

- 2.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change
Orders and
Contract**

- 3.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

Amendments

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 3.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 3.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 3.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 4.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 4.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-

Clause 34.1.

35. Termination 5.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

5.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or

- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 5.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export
Restriction**

- 7.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

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.

GCC 1.1(h)	The Purchaser is: The Environmental Investment Fund of Namibia on behalf of the Namibia Green Hydrogen Programme
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: The Namibia Green Hydrogen Programme Office, 5 Otto, Nietzsche Street in Klein Windhoek.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: Incoterms 2020.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2020.
GCC 8.1	For notices, the Purchaser's address shall be: Attention: Benedict Libanda Environmental Investment Fund of Namibia (EIF), 8933 Heinitzburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek, P O Box 28157, Auas Valley, Windhoek, Namibia.
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier, and Clause 10.2 (b) in the case of a Contract with a national of Namibia.”]</p> <p>(a) Contract with foreign Supplier:</p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) Contracts with Supplier national of Namibia:</p>

	<p>In the case of a dispute between the Purchaser and a Supplier who is a national of Namibia, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Namibia.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by Suppliers are:</p> <p><i>For Goods supplied from overseas on CIP terms the (Purchaser as consignee):</i></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company, in writing, the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the airway-bill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:</p> <ul style="list-style-type: none"> (i) three originals and two copies of the Supplier's invoice, showing Purchaser as <i>[enter correct description of Purchaser for customs purposes]</i>; the Procurement Reference number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as <i>[enter correct name of Purchaser for customs purposes]</i> and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or air waybill marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) four copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary; (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;

	<p>(vi) one original of the Supplier's Certificate of Origin covering all items supplied;</p> <p>(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>(viii) any other procurement-specific documents required for delivery/payment purposes.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>(b) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):</i></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <p>(i) one original and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) two copies of the packing list identifying contents of each package;</p> <p>(iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>(iv) one original of the Supplier's Certificate of Origin covering all items supplied;</p> <p>(v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p>(vi) other procurement-specific documents required for delivery/payment purposes.</p> <p>(c) For goods from local manufacturers:</p> <p>(i) one original and two copies of the Supplier's invoice, showing Purchaser, the Procurement Reference number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p>
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	<p>(ii) two copies of the packing list identifying contents of each package;</p> <p>(iii) original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and</p> <p>(iv) other procurement-specific documents required for delivery/payment purposes.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(a) Payment for Goods supplied from overseas supplier on CIP basis (the purchaser as consignee):</p> <p>(i) On Acceptance: The Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>(b) Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:</p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Namibian dollars, as follows:</p> <p>(i) On Acceptance: The Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>(c) Payment for goods from local Manufacturer:</p> <p>Payment for Goods and Services supplied from local manufacturers shall be made in Namibian dollars as follows:</p> <p>On Acceptance: The Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an</p>

	invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.
GCC 16.4	Suppliers shall be paid in Namibian dollars only. The prices shall not be adjustable to fluctuation in the rate of exchange.
GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security shall be required The amount of the Performance Security shall be: 15% of the Contract Price. The percentage varies according to the Purchaser's perceived risk and impact of non-performance by the Supplier.
GCC 18.4	Discharge of the Performance Security shall take place: As indicated in sub clause GCC 18.4
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: As indicated in sub clause GCC 23.2
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Namibia, defined as the Project Site. Transport to such place of destination in Namibia, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: The Purchaser shall inspect the goods within 5 business days of delivery to ensure they comply with the specifications set out in the bidding document. If the goods conform to these specifications, the Buyer shall provide written acceptance. Should the goods fail to meet the specifications, the Seller will be notified in writing and provided an opportunity to correct any deficiencies within 10 business day
GCC 26.2	The Inspections and tests shall be conducted at: The Namibia Green Hydrogen Programme Office, Windhoek, Namibia.

Special Conditions of Contracts

GCC 27.1	The liquidated damages shall be: 1% of the contract price per week
GCC 27.1	The maximum number of liquidated damages shall be: 10%
GCC 28.3	The period of validity of the Warranty shall be: two (2) years warranty For purposes of the Warranty, the place(s) of final destination(s) shall be: The Namibia Green Hydrogen Programme Office, Windhoek, Namibia.
GCC 28.5	The period for repair or replacement shall be: 10 business days.