



REPUBLIC OF NAMIBIA



KUNENE REGIONAL COUNCIL

DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE

REQUEST FOR SEALED QUOTATION

PROVISION OF CARWASH SERVICES TO GRN VEHICLES OF DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS ARTS AND CULTURE - KUNENE REGION FOR 36 MONTHS

Procurement Reference: NCS/RFQ/KRC: DoEIYSAC-02/2025

Name of Bidder:.....

Contact Number of Bidder:.....

Email Address of Bidder:.....

Authorized Representative of Bidder:.....

Signature of Bidder:.....

**Kunene Regional Council
P/BAG 502
Opuwo
Tel: +264-65-273950
Fax: +264-65-273077**



REPUBLIC OF NAMIBIA



KUNENE REGIONAL COUNCIL

DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE

Letter of Invitation

[Name and Address of Bidder]

.....

Procurement Reference No: NCS/RFQ/KRC: DoEIYSAC-02/2025

Dear Sir/Madam,

**PROVISION OF CARWASH SERVICES TO GRN VEHICLES OF
 DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS ARTS
 AND CULTURE - KUNENE REGION FOR 36 MONTHS**

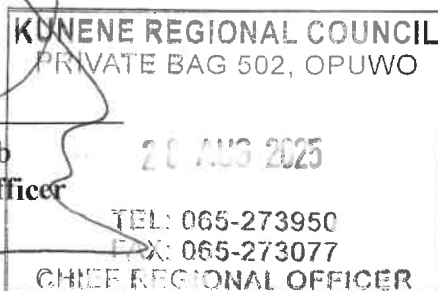
The Kunene Regional Council invites you to submit your best quote for the items described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Ms Sendra Nakale, Head of Procurement Management Unit, Private Bag 502, Opuwo, at 065 273 950 or email address: pmu.kunenerc@gmail.com

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,


 George P. Kamseh
 Chief Regional Officer



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Kunene Regional Council reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, or
- (b) to accept or reject any quotation; and
- (c) to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Preparation of Quotations

You are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Quotation Letter with its annex for Bid Security
- (b) the List of Goods and Price Schedule ;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

You are advised to carefully read the complete Request for Sealed Quotations document, including the Special Conditions of Contract in Section VII, before preparing your quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotations

The Quotation validity period shall be **180** days from the date of submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

- a) Have a valid certified copy (NAMPOL) of company Registration Certificate;
- b) Have a valid certified copy (NAMPOL) of good Standing Tax Certificate;
- c) Have a valid certified copy (NAMPOL) of copy good Standing Social Security Certificate;
- d) Have a valid certified copy (NAMPOL) of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- e) Have a valid certified copy (NAMPOL) certificate indicating SME Status (for Bids reserved for SMEs);
- f) Submit signed Bid-securing Declaration.
- g) Attached proof of confirmation of account from a Namibian Banking Institution (only successful bidder to furnish after award of contract)

Bid Securing Declaration

Bidders are required to submit a subscribe Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation.

5. Delivery

Delivery shall be 30 days after acceptance of award and signing of contract. Deviation in delivery period must be communicated.

6. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name and contact information at the back of the envelope.

7. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Kunene Regional Council, Mbumbijazo Muharukua Street, and Private bag 502, Opuwo not later than 17 August 2025 at 11h00. Quotations by post or hand delivered should reach Kunene Regional Council 17 August 2025 at 11h00 at latest. Late quotations will be rejected. Quotations received by e-mail or faxed will not be considered.

8. Opening of Quotations

Quotations will be opened by members of Procurement Management Committee at the Kunene Regional Council immediately after the closing time referred to in instruction 7 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security will be posted on the website of the Kunene Regional Council and available to any bidder on request within three working days of the Opening.

9. Evaluation of Quotations

The Kunene Regional Council shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

10. Technical Compliance

Bidders shall submit along with their quotations documents and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Kunene Regional Council requirements.

The Specifications, Performance Requirements and Compliance Sheet details the minimum specifications of the goods/items to be supplied. The specifications have to be met but no credit will be given for exceeding the specifications.

11. Prices and Currency of Payment

Prices shall be fixed for the duration of the contract in Namibian Dollars.

12. Margin of Preference

N/A

13. 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 Section VI: Contract Agreement and General Conditions of Contract.

14. Performance Security

N/A

15. Notification of Award and Debriefing

The Kunene Regional Council shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within seven (7) days. Furthermore, the Kunene Regional Council shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it will be rejected.**]*

Quotation addressed to: <i>[name of Public Entity]</i>	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, *except for the qualified deviations [Bidder may delete this phrase in case of no deviation]* and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security attached hereto and subscribe fully to the terms and conditions contained therein.

The validity period of the Quotation is days from the date of the bid submission deadline.

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the quotation validity.

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as shown in the List of Goods items and Price Schedule.

Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./Fax	

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

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

Procurement Ref No.:

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

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

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

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

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

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

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

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

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

Dated on _____ day of _____,
[insert date of signing]

Corporate Seal (where appropriate)



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....
Registration Number :.....
Vat Number:
Industry/Sector:
Place of Business:.....
Physical Address:.....
Tell No.:.....
Fax No.:.....
Email Address:.....
Postal Address:.....
Full name of Owner/Accounting Officer:.....
.....
Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....
Procurement Description:
.....

.....
Anticipated Contract Duration:

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

.....

3. UNDERTAKING

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

of*[insert full name of company]*

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

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

Signature:

Date:

Seal:.....

PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **NCS/RFQ/KRC: DoEIYSAC-02/2025**

[Complete the unit and total prices for each item listed below in Namibian Dollars. Authorize the prices quoted in the signature block below. The table shown hereunder may be redesigned and customized as per the type of services required].

Lot 1: Khorixas

Currency of Bid: Namibian Dollars

Item No	Brief Description	Quantity	Unit of Measure	Unit Price
A*	B*	C*	D*	E
1.	Sedan	1	Per wash	
2.	Double Cab	1	Per wash	
3.	Single Cab	1	Per wash	
4.	Venter trailer	1	Per wash	
5.	Bus 14 seaters	1	Per wash	
6.	Bus 22 seaters	1	Per wash	
7.	Bus 36 seaters	1	Per wash	
8.	Bus 65 seaters	1	Per wash	
9.	Truck 3ton 4x4	1	Per wash	
10.	Truck 3ton 4x2	1	Per wash	

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

Priced Activity Schedule Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

Lot 2: Opuwo**Currency of Bid: Namibian Dollars****Procurement reference number: NCS/RFQ/KRC: DoEIYSAC-02/2025**

Item No	Brief Description	Quantity	Unit of Measure	Unit Price
A*	B*	C*	D*	E
1	Sedan	1	Per wash	
2.	Double Cab	1	Per wash	
3.	Single Cab	1	Per wash	
4.	Venter trailer	1	Per wash	
5.	Bus 14 seaters	1	Per wash	
6.	Bus 22 seaters	1	Per wash	
7.	Bus 36 seaters	1	Per wash	
8.	Bus 65 seaters	1	Per wash	
9.	Truck 3ton 4x4	1	Per wash	
10.	Truck 3ton 4x2	1	Per wash	

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

Priced Activity Schedule Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

Lot 3: Outjo

Currency of Bid: Namibian Dollars

NCS/RFQ/KRC: DoEIYSAC-02/2025

Item No	Brief Description	Quantity	Unit of Measure	Unit Price
A*	B*	C*	D*	E
1	Sedan	1	Per wash	
2.	Double Cab	1	Per wash	
3.	Single Cab	1	Per wash	
4.	Venter trailer	1	Per wash	
5.	Bus 14 seaters	1	Per wash	
6.	Bus 22 seaters	1	Per wash	
7.	Bus 36 seaters	1	Per wash	
8.	Bus 65 seaters	1	Per wash	
9.	Truck 3ton 4x4	1	Per wash	
10.	Truck 3ton 4x2	1	Per wash	

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

Priced Activity Schedule Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

Specifications:

Are classified in the price schedule

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: _____

** Columns A and B to be completed by Public Entity.*

Specifications and Compliance Sheet Authorised By:

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods - Ref. **G/RFQ-GCC** on the website of the Kunene Regional Council Email address: pmu.kuenerc@gmail.com except where modified by the Special Conditions below.

SECTION VI: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods except where modified by the Special Conditions below.

A. General	
ITB 1.1	The Employer is Kunene Regional Council: Directorate of Education, Arts and Culture The name and identification number of the Procurement is: Provision of carwash services for DoEIYSAC Kunene Region No: Ref: NCS/RFQ/KRC: DoEIYSAC-02/2025
ITB 1.2	The Intended Contract Period: 36 months
ITB 5.2(a)	Pre-qualifications have not been carried out.
ITB 5.3	The Qualification Information and Bidding forms to be submitted are as follows: none.
ITB 5.3(b)	This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: as described in ITB 5.4
ITB 5.5	The Bidder shall submit the following additional documents in its bid: <ol style="list-style-type: none"> 1. Have a valid certified copy (NAMPOL) of company Registration Certificate; 2. Have a valid certified copy (NAMPOL) of good Standing Tax Certificate; 3. Have a valid certified copy (NAMPOL) of copy good Standing Social Security Certificate; 4. Have a valid certified copy (NAMPOL) of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; 5. Have a valid certified copy (NAMPOL) certificate indicating SME Status (for Bids reserved for SMEs); if applicable

	6. Submit signed Bid-securing Declaration. 7. Attached proof of confirmation of account from a Namibian Banking Institution (only successful bidder will furnish the required document)
ITB 5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last 3 years shall be 2 times the annual contract amount payable to the selected bidder for the contract : N/A
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: Leasing of machines, servicing of machines, and installation of machines: N/A
ITB 5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be:
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: None.
ITB 5.6	Subcontractors' experience will be taken into account.
B. Bidding Data	
ITB 8.1 (b)	A site.
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be: Only one original document with all attachment must be submitted.
C. Preparation of Bids	
ITB 10.1	The deadline to seek clarifications is: 11 August 2025
ITB 13.1(g)	The additional materials required to be completed and submitted are: None
ITB 14.1	Local inputs shall be quoted in Namibian Dollars Only
ITB 14.4	The Contract is not subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be 180 days after the deadline for Bid submission specified in the BDS.
ITB 17.1	The bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
D. Submission of Bids	
ITB 20.2	The Employer's address for the purpose of Bid submission is: Head of Procurement Unit Private bag 502 Opuwo Kunene Regional Council, Head Office Mbumbijazo Muharukua Street Opuwo Telephone: 067- 273950 Facsimile number: 067 - 273077

	<p>Country: Namibia</p> <p>For identification of the bid the envelopes should indicate:</p> <p>Contract: PROVISION OF CARWASH SERVICES FOR DOEIYSAC, KUNENE REGION</p> <p>Reference Number: NCS/RFQ/KRC: DOEIYSAC-02/2025</p> <p>Markings on envelope: <i>“DO NOT OPEN BEFORE CLOSING DATE AND TIME”</i></p>
ITB 21.1	The deadline for submission of bids shall be 17 August 2025 at 11H00
E. Bid Opening and Evaluation	
ITB 24.1	Bids will be opened at 11H00 of the day 17 August 2025 at the following address: Kunene Regional Council Boardroom.
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank Guarantee and for an amount of 10 % of the contract price. N/A
ITB 36.1	The Advance Payment : N/A
ITB 37.1	The Adjudicator proposed by the Employer is Office of the Attorney General.

Section III. Evaluation Criteria

This section contains supplementary criteria that the Employer shall use to evaluate bids.

1. Evaluation

- Bids will be evaluated as set in ITB 5.5. The lowest evaluated bids shall be awarded.
- One bidder per lot.
- Carwash might be visited for inspection of the followings:
 - Vacuum cleaner
 - High pressure arch/water
 - Soft cloth brushes
 - Under carriage wash
 - Air compressor

2. Margin of Preference

None

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **NCS/RFQ/KRC: DOEIYSAC-02/2025**

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

SECTION VI. 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 Namibian 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 Employer;
- (o) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (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 Employer
- (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 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 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 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 Employer 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

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.

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 Employer may terminate the contract for its convenience 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 2.6.2:

- (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 7 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**

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

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.

Termination 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

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 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 Over-payment

If the Intended Completion Date is extended after liquidated 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 Employer, and denominated in Namibian 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** (a) The price payable in Namibian Dollars is the Contract Agreement signed by the Parties.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 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 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

- 6.5 Interest on Delayed Payments** Employer specifying the amount due.
- 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 not be adjusted for fluctuations.
- 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
 - (iii) by Remuneration Orders.
- (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 to satisfy 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 arbitration 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 VII. 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)	The Adjudicator is Attorney General
1.1(c)	The Contract Period
1.1(d)	The contract name is PROVISION OF CARWASH SERVICES FOR DOEIYSAC, KUNENE REGION
1.1(g)	The Employer is Kunene Regional Council: DoEIYSAC
1.1(k)	The Member in Charge is:..... <i>[name of Member Leader of the Joint Venture]</i> .
1.4	The addresses for delivery of notices are: Employer: Kunene Regional Council Attention: Ms S. Nakale Facsimile: 065 273950 Service Provider: _____ Attention: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: Chief Regional Officer For the Service Provider: _____
2.1	The date on which this Contract shall come into effect: date to be stipulated in the award letter
2.2.2	The Intended Starting Date for the commencement of Services be stipulated in the award letter
2.3	The Intended Completion Date is 36 months from the intended commencement date of the contract.
2.5.1.	Public Entity to define was is considered as extreme conditions: N/A
3.2.3	Activities prohibited after termination of this Contract are: No continuation of work after termination of contract.
3.9	Restrictions on the use of documents prepared by the Service Provider are: All official documents produced by the service provider shall be owned by the employer and the employer shall return copyrights over any documents produced during the tenure of the service provider.
3.10.1	The maximum amount of liquidated damages for the whole contract is: N/A
3.10.3	The percentage <i>[of the cost of having a Defect corrected]</i> to be used for the calculation of Lack of performance Penalty/(ies) is The Defects Liability Period is N/A
5.1	The assistance and exemptions provided to the Service Provider are: Not applicable
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> Upon submission by the Service Provider and receipt of an original invoice by the Employer and subject to certification by the Employer, that the Services have been rendered satisfactorily, and in accordance with the Contract Agreement.

	Should the certification not be provided or refused in writing by the employer within one month of the date of the milestone, or the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.
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 60 days in the case of the final payment.
6.6.1	Price is not adjustable.
7.1	The procedures for inspection of the Services by the Employer are: The employer can inspect the machine during installation. The Defects Liability Period is: Not applicable
8.2.3	The Adjudicator is Office of the Attorney General.
8.2.4	The arbitration procedures of the following institutions will be used: Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.
8.2.5	The designated Appointing Authority for a new Adjudicator is: Not applicable