NAMDIA
NAMIB DESERT DIAMONDS (PTY) LTD

Bid Document for the Provision of Creative Design and Advertising Agency Services for 2 Years

Procurement Reference No: NCS/ONB/NAMDIA - 01/2026
Closing Date & Time: Wednesday 12 August 2026 by no later than 11h00

PARTICULARS OF BIDDER
Business Name : ---
Postal Address: ---
Telephone No: ---
Cell No.: ---
Fax No.: ------ ---
Contact Person: ---
E-Mail Address: ---

Invitation for Bids (IFB)

Republic of Namibia

Name of Project: Creative Design and Advertising Agency Services

IFB Title: Provision of Creative Design and Advertising Agency Services for 2 Years

IFB Number: NCS/ONB/NAMDIA - 01/2026

1. Bids are invited through Open National Bidding (ONB) procedures for the procurement of consultants for creative design agency services, the invitation is open to all Namibian bidders.
2. Interested eligible bidders may obtain further information from NAMDIA

3. A complete set of Bidding Documents in English may be obtained by interested bidders. Potential bidders must register their interest to bid via procurement@NAMDIAnam.com.na and indicate the Procurement Reference Number, the full name of the business and the business representative, in order to receive the bid document, which will be emailed to the bidder at no cost.

4. The last day for clarification requests will be, **06 August 2026.** Bids must be delivered to the address below on or before **12 August 2026 at 11h00**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address below immediately after the bid closing time **on 12 August 2026.** All bids must be accompanied by a ***Bid Securing Declaration*** **together with all the required bid eligibility documentation**.

5. The address(es) referred to above is(are):

   For Bidding Document Inspection: **Guardhouse, Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road Klein Windhoek**

   Bid Opening: **Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road Klein Windhoek (Opening register will be shared)**

   For Submission of Bids: **The Bid Box, Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road Klein Windhoek**

Table of Content

Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services (time-based contracts) apply when a prequalification process has not taken place before bidding. A brief description of these documents is given below.

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

Section V. Scope of Services, Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

PART III – *CONDITIONS OF* CONTRACT *AND CONTRACT FORMS*

Section VII. General Conditions of Contract (*GCC*)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VIII. Special Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section IX: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee**, **Performance Security, Notification of award and Contract.**

Part I – Bidding Procedures

Section I. Instructions to Bidders

Table of Clauses

Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Public Entity referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS.**

1.2 The successful Bidder will be expected to complete the performance of the Services during the period **provided in the BDS and the SCC Clause 2.3.**

1.3 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day unless otherwise stated.

2. Public Entities Related to Bidding Documents and to Application for Review

2.1 The public entities related to these bidding documents are the Public Entity, acting as procuring entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

Application for Review shall be addressed to:

The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia

3. Corrupt or Fraudulent Practices

3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.

3.2 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) "corrupt practice"[1] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[2] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[3] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[4] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is 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.

3.3 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.

3.4 Furthermore, bidders shall be aware of the provision in Clauses 3.1 of the General Conditions of Contract.

3.5 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 65 – 68 (Part 10) of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : **www.mof.gov.na/procurement-policy-unit**

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Namibia or entities incorporated in Namibia. A Bidder shall be deemed to have the nationality of 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.

[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.

country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

4.3 (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 or thereafter, shall be disqualified.

(b) Bids from service providers 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.

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website: **www.mof.gov.na/ineligible-bidders**

4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Namibia prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.

4.5 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

(b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;

(b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.

(c) total monetary value of Services performed for each of the last five years;

(d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(e) list of major items of equipment proposed to carry out the Contract;

(f) qualifications and experience of key site management and technical personnel proposed for the Contract;

(g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years;

(h) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(i) authority to the Employer to seek references from the Bidder’s bankers;

(j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

(k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

(a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;

(b) the Bid shall be signed so as to be legally binding on all partners;

(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria unless otherwise stated in the **BDS**:

(a) a minimum average annual financial amount of work over the period **specified in the BDS**.

(b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;

(d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

(f) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5 (a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. Conflict of Interest

6.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit/Pre-bid Meeting

8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

(b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents.

Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Entity as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Evaluation Criteria
Section IV	Bidding Forms
Section V	Activity Schedule
Section VI	Scope of Service and Performance Specifications
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract
Section IX	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in **the BDS.** Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section VI the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the Time-Based price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

15. Currencies of Bid and Payment

15 The time based price shall be quoted by the Bidder in Namibia Dollars Only.

16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid

Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to the local currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.

17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Namibia Dollars, and shall:

(a) be issued by a reputable overseas bank, located in any eligible country, with a counter guarantee from a commercial bank having its place of business in Namibia or any commercial bank operating in Namibia selected by the Bidder;

(b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;

(c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or

(b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34; or

(ii) furnish a Performance Security in accordance with ITB Clause 35.

17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17.8 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or

(b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34; or

(ii) furnish a Performance Security in accordance with ITB Clause 35.

The Bidder may be disqualified to be awarded a public contract in the Republic of Namibia for a period of time to be determined by the Review Panel**.**

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS,** as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS.**

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS,** and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address **provided in the BDS;**

(b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and

(c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

29. Currency for Bid Evaluation

29 The Employer will evaluate the Bid Price in terms of ITB 15 which is corrected pursuant to ITB Clause 28 and is payable excluding Provisional Sums but including Daywork where priced competitively.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders	31.1	Margin of Preference shall be applicable.

F. Award of Contract

32.	**Award Criteria**	32.1	Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
		32.2	If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
33.	**Employer's Right to Accept any Bid and to Reject any or all Bids**	33.1	Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.
34.	**Notification of Award and Signing of Agreement**	34.1	Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review to the Review Panel the Employer shall notify the selected Bidder, in writing, by issuing a notification of award for the contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of the notification of award the Employer shall publish on the Public Procurement Portal and the Employer's website, the results of the Bidding process.
		34.2	The issue of the notification of award will constitute the formation of the Contract subject to the provisions of Section 55 (5), (6) and (7) of the Procurement Act, 2015 (Act 15 of 2015) read with Regulation 38 of the Public Procurement Regulations, 2017.
		34.3	The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the notification of award. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
35.	**Performance Security**	35.1	Within thirty (30) days after receipt of the Notification of award, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank Guarantee

stipulated in the BDS, denominated in Namibia Dollars in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either at the Bidder's option, by a commercial bank located in the Republic of Namibia or a foreign bank through a correspondent commercial bank located in the Republic of Namibia.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.**

37. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notification of award, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

38. Debriefing

38.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award.

Section II. Bidding Data Sheet

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. General	
ITB 1.1	The Employer is <u>**Namib Desert Diamonds (Pty) Ltd**</u> The name and identification number of the Procurement is **Provision of** **Creative Design and Advertising Agency Services for 2 Years**
ITB 1.2	The Intended Contract Period is **2 years, renewable for 1 year, based on performance**
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: **Bidder must be a Namibian Registered Creative Design and Advertising Agency**
ITB 5.3(b)	*(a)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.* *The name and position held by each person signing the authorization must be typed or printed below the signature.* (c)In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution."] ***Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.***
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: ***"As specified in Section I".***
ITB 5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows*:* ***"none".***
ITB 5.5(a)	The minimum required annual volume of services for the successful Bidder in any of the last 5 years shall be **1 time** the annual contract amount payable to the selected bidder for the **contract.**

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 **7** years the following: **Portfolio of similar work undertaken during the last 3 years.**
ITB 5.5(c)	**Not Applicable**
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 **N$ 500 000.00 (provide proof)**
ITB 5.6	Subcontractors' experience **"will not"** be taken into account.
B. Bidding Data	
ITB 8.1 (b)	A pre-bid meeting will be held on; **N/A**
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be **1 original** and **two (2) copies.**
C. Preparation of Bids	
ITB 10.1	The deadline to seek clarifications is: **06 August 2026**
ITB 13.1(g)	The additional materials required to be completed and submitted are: ***[N/A]***
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.**
ITB 17.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
90ITB 17.3	The amount of Bid Security shall be: **Not applicable**
ITB 18.1	Alternative bids **are not** permitted.
ITB 18.2	Alternative times for completion **are not** permitted.
ITB 18.4	Alternative technical solutions shall be permitted for the following parts of the Services: **Not applicable**

D. Submission of Bids	
ITB 20.2	The Employer's address for the purpose of Bid submission is: **NAMDIA Office** **Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road** **Klein Windhoek,** **Windhoek** For identification of the bid the envelopes should indicate: Contract: **Provision of Creative Design and Advertising Agency Services for 2 Years** Reference Number: **NCS/ONB/NAMDIA - 01/2026** *Markings on envelope:* **"DO NOT OPEN BEFORE CLOSING DATE AND TIME"**
ITB 21.1	The deadline for submission of bids shall be **Date: Wednesday, 12 August 2026 by no later than Time: 11h00 a.m.**
E. Bid Opening and Evaluation	
ITB 24.1	Bids will be opened immediately after bid closing on **Wednesday, 12 August 2026** at the following address. **NAMDIA Office** **Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road** **Klein Windhoek,** **Windhoek**
F. Award of Contract	
ITB 35.1	The Performance Guarantee [Bid Security] **is Not Applicable**
ITB 36.1	The Advance Payment, **is Not Applicable**
ITB 37.1	The Adjudicator proposed by the Employer **is Not Applicable**

Section III.- Evaluation Criteria

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

1. Eligibility Compliance Criteria/ Mandatory Checklist

a) The Public Procurement Regulation and NAMDIA have defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by service provider for NAMDIA to accept a bid for evaluation.

b) Failure to comply with mandatory documents will lead to automatic disqualifications.

No.	Mandatory Requirements	Tick (if attached)
1	A valid certified copy of company Registration Certificate **(provide proof of Company registration documents and proof of citizenship of shareholders or owners)**	
2	A valid original or valid certified copy of an original Good Standing Tax Certificate (**valid at the deadline of submission of bid);** (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963));	
3	A valid original or valid certified copy of Good Standing Social Security Certificate **(valid at the deadline of submission of bid)**; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))	
4	An original (or certified copy) of a Valid 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	Signed Bid Securing Declaration (refer to page 31 of this document)	
6	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, where applicable and that it will abide to sub-clause 6.8 of the General Conditions of Contract if it is awarded the contract or part thereof (refer to page 32 and 33 of this document)	

2. Technical Evaluation Criteria

<table>
<tr><th>Technical Criteria</th><th>Points</th></tr>
<tr><td>1. INDICATIVE PROJECT PLAN AND TECHNICAL APPROACH

Bidders must submit a detailed methodology demonstrating how they will deliver the assignment.

The submission should include:
• Overall project implementation methodology
• Brand Strategy Review and Development approach
• Stakeholder engagement methodology
• Research and market benchmarking approach
• Communication and reporting plan
• Project timelines and deliverables

Scoring:
Comprehensive, practical and clearly aligned to the ToR: 13-15 Points
Good methodology with minor gaps: 10-12 Points
Adequate methodology with several gaps: 6-9 Points
Limited methodology: 1-5 Points
No response: 0 Point</td><td>15</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td>2. COMPANY EXPERIENCE AND TRACK RECORD
The bidder must demonstrate experience in advertising, creative design, branding and strategic communications

Scoring:
Less than 3 years: 1 point
4–6 years: 3 points
7 years and above: 6 points</td><td>6</td></tr>
<tr><td>Bidders are requested to submit 3 reference letters with Purchase Orders confirming similar services delivered:
Scoring:
No reference letter with Purchase Orders: 0 points
1 Reference letter with Purchase Orders: 2 points
2 Reference letters with Purchase Orders: 4 points
3 Reference letters with Purchase Orders: 6 points</td><td>6</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td>3. COMMUNICATIONS, BRANDING AND MARKETING CONCEPT
Bidders shall submit a concept demonstrating how they would support NAMDIA in strengthening its brand positioning, public awareness and stakeholder confidence while incorporating the Brand Strategy Review and Development component.
The concept will be evaluated as follows:
Scoring:
- Creativity and originality of the proposed concept - 5 points
- Demonstrated understanding of NAMDIA's mandate, target audiences and brand objectives – 5 Points
- Integration of Brand Strategy Review and Development into the communications approach – 5 points
- Practicality and feasibility of implementation - 5 points</td><td>20</td></tr>
<tr><td colspan="2"></td></tr>
</table>

4. SKILLS/CAPACITY The bidder shall provide CVs of key personnel assigned to the project.: - Strategic Director / Project Lead: Minimum 8 years' experience - **2 points** - Brand Strategy Specialist: Minimum 5 years' experience in branding or strategic communications – **2 points** - Creative Director: Minimum 5 years' experience - **2 points** - Account Manager / Client Service Lead: Minimum 5 years' experience – **2 points**	**8**
NOTE: Document-Based Evaluation Threshold:	

Technical Criteria	Points
Bidders scoring less than **40 out of 55 points** in the combined Document Evaluation categories (Indicative Project Plan, Track Record, Communications and Marketing Concept, and Skills/Capacity) **will not advance** to the Presentation stage.	
5. PRESENTATION Qualifying bidders will conduct a presentation based on their submitted Communications and Marketing Concept. **The presentation should expand on the submitted concept and demonstrate:** • Methodology for reviewing and updating NAMDIA's Brand Strategy and translating findings into creative communication initiatives – **5 points** • Creative campaign concept, messaging framework and strategic communication approach aligned with NAMDIA's objectives – **5 points** • Implementation approach, expected outcomes, measurement framework and project team capability – **5 points**	**15**
Total	**70**

Bidders who score at least 50 out of 70 points on the technical evaluation, including the presentation, will proceed to the Financial Evaluation Stage.

3. Margin of Preference

The applicable margin of preference is: **National Preference**

CODE OF GOOD PRACTICE ON PREFERENCE IS A REQUIREMENT OF SECTION 71 AND 72 OF PUBLIC PROCUREMENT ACT, 2015

The code of good practice aims to - promote, facilitate, and strengthen measures to implement the empowerment and industrialisation policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for money; grant exclusive preferences to categories of local suppliers through reservation of certain procurement of goods, works and services.

Criteria for applying margins of preference to qualifying bidders (National Preferences) Paragraph 10(2)

Procurement	**Margin of Preference**
Namibian Shareholding – bidder must meet any of the qualification criteria under section 71 (3) of the Act	3%
Service Rendered by Namibians (key employees) - Indicate that more than 60 % of the key employees to render the service inclusive of management are Namibian citizens; I.D Copies, CV of employees attached.	2%
Service rendered by Namibian Employees -Indicate if 100% semi-skilled labour are Namibian citizens.	3%
Women Owned Enterprise - IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership	1%
MSME - SME registration certificate - Declaration indicating the percentage of Namibian MSME ownership	1%
Total	**10%**

5.3 MARGINS OF PREFERENCES APPLICABLE FOR NATIONAL PREFERENCES

i. The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.

ii. The Board or public entity, when evaluating bids for all procurements other than procurements reserved for exclusive preference, must apply the margins of preference to qualifying bidders according to the criteria set out in Annexure 7 of the Code.

iii. A bidder must include a **declaration** in its bid, outlining the preferences the bidder qualifies for and the **grounds for such qualifications**.

iv. If a bidder qualifies for margins of preferences on more than one basis, all such margins of preferences must be granted to the bidder and, when considering the bid, the bid price must be reduced with the amount determined in accordance with the formula below:

$A = MP \times BP/100$

v. in which formula -

(a) “A” represents the amount to be determined.

(b) “MP” represents the total percentage of all margins of preferences granted in respect of the bid; and

(c) "BP" represents the bid price.

Example:

Bidder C N\$ 25 500 = $\frac{10\% \times 255\ 000}{100}$

This means the Bid Price of N\$255 000 minus N\$ 25 500 = N\$ 229 500 for price evaluation purposes.

4. Financial Evaluation Criteria

Financial Proposals of technically responsive bids, which scored a **Minimum Technical Score of 50 points**, will be evaluated.

The Financial Proposals will be checked and adjusted for arithmetic errors.
The NAMDIA will award a Price Score, calculated in accordance with the following formula:

Ps = (PL / PN) X 30
where:

PS = Price Score awarded to the Financial Proposal under consideration
PL = The Proposal Price of the lowest Financial Proposal opened.
PN = The Proposal Price of the Financial Proposal under consideration

Combining the Technical and Financial / Price Scores (Proposal Index):

The Technical and Financial scores for each proposal evaluated shall be combined to achieve a final score (Proposal Result) for each Proposal, in accordance with the following formula:

Pr = (Ts + PS)/100

where:

Pr = The Proposal Result for the proposal under consideration
TS = The Technical Score achieved by the Proposal under consideration
PS = The Price Score achieved by the Proposal under consideration

Section IV.- Bidding Forms

Table of Forms

Bid Submission Form

The Bidder must prepare the Service Provider's Bid on stationery with its letterhead clearly showing the Bidder's complete name and address. ***Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.***

Date: ________________
Bidder's Reference No.: __________________
Procurement Reference No **NCS/ONB/NAMDIA - 01/2026**

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;

(b) We offer to execute the ……………………………………*[name and identification number of Contract]* in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.

(c) The total price of our Bid in Namibia Dollars, after discounts offered in item (d) below is:

Amount payable in Namibia Dollars
(i) (ii)

(d) The discounts offered and the methodology for their application are: _____________;

(e) Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;

(g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;

(h) We are not participating, as a Bidder in more than one bid in this bidding process.

(i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;

(j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;[5]

(k) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

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[5] ***Use one of the two options as appropriate.***

(l) We understand that this bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Namibia Dollars	Purpose of Commission or gratuity

(if none, state "none")

(n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(o) If awarded the contract, the person named below shall act as Contractor's Representative: ____

Name: ....

In the capacity of: ....

Signed: ....

Duly authorized to sign the Bid for and on behalf of: ....

Date: ....

Seal of Company ....

Appendix to Bid Submission Form

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

Date: …………………………………

Procurement Ref No.: NCS/ONB/NAMDIA - 01/2026

To: ………………………………………………………………………..

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: ....

Capacity of:

Name: ....

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

Dated on _____________day of ___________________, ________

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten 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.., owner/representative

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

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

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

Signature: ……………………………..

Date: …………………………………..

Seal:…………………………………….

Please take note:

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

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: ………………
Principal place of business: ……………
Power of attorney or other acceptable document of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: …………….

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Part II – Activity Schedule

Section V. Activity Schedule

PRICED ACTIVITY SCHEDULE

YEAR 1

Procurement Reference Number: NCS/ONB/NAMDIA - 01/2026

Bidders are required to provide detailed costing of their services as well as indicate the hours per job and total prices for each item listed below in Namibia Dollars. Authorize the prices quoted in the signature block below.

Note: Services not limited to the below

Currency of Bid: Namibia Dollars

Item No	**Brief Description of Services**	Cost per hour/Flat Rate	Hours per job	Quantity	Total Price
A*	B*	C*	D*	E	F
1	Design and Layout			1	
2	Brand Consultancy			1	
3	Copywriting/Proofreading			1	
4	Online Stock Images			1	
5	Photography			1	
6	Videography			1	
7	Conceptualisation & Ideation			1	
8	Strategy Development/ Brand Strategy Revision			1	
9	Graphics Design of social media pages			1	
10	% of Production Costs			1	
11	Production of Radio Advert 45 seconds			1	
12	Production of TV Advert 60 seconds (animation)			1	

	Production of Corporate Video 15 minutes (animation)			1	
13	Media Buying			1	
14	Media Commission rate				
15	Production and Printing of Integrated Annual Report 2025/26				
16	Corporate Identity Manual revamp				
17	Graphic designs for Internal and External Stakeholders				
18	Podcast production				
			Other additional costs		
			Subtotal		
	Enter 0% VAT rate if VAT exempt.		**VAT @ %**		
			Total		

** 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	

Priced Activity Schedule
YEAR 2

Procurement Reference Number: NCS/ONB/NAMDIA - 01/2026

Bidders are required to provide detailed costing of their services as well as indicate the hours per job and total prices for each item listed below in Namibia Dollars. Authorize the prices quoted in the signature block below.

Note: Services not limited to the below

Currency of Bid: Namibia Dollars

Item No	**Brief Description of Services**	Cost per hour/Flat Rate	Hours per job	Quantity	Total Price
A*	B*	C*	D*	E	F
1	Design and Layout			1	
2	Brand Consultancy			1	
3	Copywriting/Proofreading			1	
4	Online Stock Images			1	
5	Photography			1	
6	Videography			1	
7	Conceptualisation & Ideation			1	
8	Strategy Development/ Brand Strategy Revision			1	
9	Design for Website			1	
10	Graphic Design of social media Pages **(Monthly retainer)**			1	
11	% of Production Costs			1	
12	Production of TV Advert 60 seconds (animation)			1	
13	Media Buying			1	

15	Media Commission rate			1	
16	Production and Printing of Integrated Annual Report 2026/27			1	
17	Graphic designs for Internal and External Stakeholders			1	
18	Podcast production			1	
			Other additional costs		
			Subtotal		
	Enter 0% VAT rate if VAT exempt.		**VAT @ %**		
			Total		

** 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		

Section VI. Scope of Service and Performance Specifications

TERMS OF REFERENCE (ToR)

Appointment of an Advertising, Creative Design, Branding and Strategic Communications Agency

1. Background

Namib Desert Diamonds (Pty) Ltd (NAMDIA) is the Government of the Republic of Namibia's rough diamond sales and marketing company, mandated to maximise the value of Namibia's diamonds through responsible, transparent and ethical trading practices.

NAMDIA plays a strategic role in the Namibian diamond value chain by supporting price discovery, contributing to national economic development, and promoting confidence in Namibia's diamond industry.

To strengthen its market positioning, enhance stakeholder confidence, improve brand visibility and support organisational recovery, NAMDIA seeks to appoint a suitably qualified and experienced **Advertising, Creative Design, Branding and Strategic Communications Agency**.

The appointed agency will serve as NAMDIA's strategic communications partner by providing integrated branding, advertising, creative, marketing and communication services, including reviewing and updating the Company's Brand Strategy to align with its Turnaround Strategy, Integrated Strategic Business Plan and evolving stakeholder expectations.

The agency will be expected to develop innovative communication solutions that reinforce NAMDIA's corporate reputation, educate stakeholders about its mandate, promote the Namibian Diamond Story and support business objectives through impactful communication campaigns.

2. Purpose of the Assignment

The purpose of this assignment is to appoint a full-service Advertising, Creative Design, Branding and Strategic Communications Agency to provide strategic, creative and communication services that:

- Review and update NAMDIA's Brand Strategy.
- Strengthen brand positioning and corporate reputation.
- Increase awareness of NAMDIA's mandate and strategic role.
- Enhance stakeholder confidence and engagement.
- Develop integrated communication and advertising campaigns.
- Support implementation of NAMDIA's Turnaround Strategy.
- Promote the Namibian Diamond Story through strategic storytelling and creative communication.

3. Objectives

The appointed agency shall:

1. Review and update NAMDIA's existing Brand Strategy.
2. Strengthen NAMDIA's corporate identity and brand positioning.
3. Develop integrated advertising, branding and communication campaigns.
4. Increase public awareness and understanding of NAMDIA's mandate and strategic role.
5. Promote the Namibian Diamond Story through compelling creative concepts and storytelling.
6. Align all branding and communication initiatives with the Company's Turnaround Strategy and Integrated Strategic Business Plan.
7. Enhance stakeholder engagement and strengthen corporate reputation.
8. Develop innovative communication solutions across traditional and digital platforms.
9. Provide strategic communications support for corporate initiatives and reputation management.
10. Build internal capacity through knowledge transfer and advisory support.

4. Scope of Work

The appointed agency shall provide integrated advertising, branding, marketing, creative and strategic communication services, including but not limited to the following:

4.1 Brand Strategy Review and Development

The agency shall:

- Review the effectiveness of NAMDIA's existing Brand Strategy.
- Conduct a comprehensive brand audit.
- Assess brand perception among internal and external stakeholders.
- Identify strengths, weaknesses and opportunities for improvement.
- Review stakeholder engagement effectiveness.
- Develop an updated Brand Strategy aligned to the Turnaround Strategy.
- Refine NAMDIA's brand positioning and value proposition.
- Develop strategic brand pillars.
- Develop a stakeholder segmentation framework.
- Develop a brand messaging framework.
- Develop brand governance guidelines.
- Develop a measurement and evaluation framework including KPIs.

4.2 Advertising and Campaign Development

The agency shall:

- Develop integrated advertising campaigns.
- Develop annual communication campaigns.
- Produce campaign concepts and creative themes.
- Plan awareness campaigns aligned with NAMDIA's strategic objectives.
- Develop campaigns promoting stakeholder awareness and public education.
- Promote the Namibian Diamond Story.
- Develop campaigns supporting national and corporate initiatives.

4.3 Creative Design Services

The agency shall provide creative services including:

- Creative concept development.
- Graphic design services.
- Corporate branding materials.
- Brochures, annual reports and publications.
- Infographics.
- Exhibition and event branding.
- Digital creative assets.
- Presentation templates.
- Promotional materials.
- Photography direction and creative support where required.

4.4 Strategic Communications

The agency shall:

- Develop strategic communication plans.
- Provide corporate communication advisory services.
- Develop stakeholder communication strategies.
- Develop executive communication material.
- Prepare speeches, key messages and communication briefs.
- Develop communication toolkits.
- Support reputation management initiatives.
- Provide crisis communication support where required.

4.5 Marketing and Public Awareness

The agency shall:

- Develop marketing strategies supporting corporate objectives.
- Increase awareness of NAMDIA's mandate.
- Develop educational communication material.
- Support public relations initiatives.
- Develop stakeholder awareness programmes.
- Develop content supporting stakeholder education.

4.6 Digital Communication and Content Development

The agency shall:

- Develop digital communication campaigns.
- Create digital content.
- Develop social media communication plans.
- Develop editorial calendars.
- Produce multimedia content.
- Support website communication content where required.
- Recommend digital engagement opportunities.

4.7 Market Research and Stakeholder Analysis

The agency shall:

- Conduct stakeholder analysis.
- Conduct market and competitor benchmarking.
- Assess communication effectiveness.
- Analyse stakeholder expectations.
- Conduct brand perception studies where required.
- Identify communication opportunities.

4.8 Implementation Planning

The agency shall:

Develop a detailed implementation roadmap including:

- Prioritised initiatives.
- Budget estimates.
- Implementation timelines.
- Resource requirements.
- Performance indicators.
- Agency responsibilities.
- Internal implementation responsibilities.

4.9 Monitoring, Evaluation and Reporting

The agency shall:

- Monitor campaign performance.
- Measure communication effectiveness.
- Evaluate brand performance.
- Measure stakeholder engagement.
- Monitor media coverage.
- Produce monthly and quarterly performance reports.
- Recommend continuous improvement initiatives.

4.10 Knowledge Transfer and Capacity Building

The agency shall:

- Provide advisory support to NAMDIA's Communications and Brand team.
- Conduct training and capacity-building sessions.
- Transfer knowledge on branding and strategic communications.
- Conduct handover workshops.
- Provide implementation guidance.

5. Deliverables
The appointed agency shall provide the following deliverables:

Deliverable	**Description**
Inception Report	Project methodology, workplan and stakeholder engagement plan
Brand Audit Report	Assessment of current brand positioning and communication effectiveness
Brand Strategy Review Report	Gap analysis and recommendations
Stakeholder and Market Analysis Report	Research findings and benchmarking
Updated Brand Strategy	Comprehensive Brand Strategy for 2026/2027
Communication Strategy	Integrated communication strategy
Advertising Campaign Concepts	Creative campaign concepts and messaging framework
Creative Design Concepts	Sample creative designs and branding direction
Annual Communication Plan	Prioritised communication and marketing activities
Implementation Roadmap	Costed implementation plan with timelines
Monitoring and Evaluation Framework	KPIs and reporting framework
Knowledge Transfer Report	Capacity-building activities and handover documentation

6. Duration of the Assignment

The assignment shall be undertaken over an initial period of **4–6 weeks** for the Brand Strategy Review and Development phase.

Thereafter, the successful agency may be retained under a framework agreement or service level agreement, subject to NAMDIA's procurement requirements and performance, to provide ongoing advertising, creative design, branding and strategic communications services as and when required.

7. Reporting and Governance

The agency shall report to the Public Relations and Communications Officer and shall:

- Provide regular progress reports.
- Attend project meetings.
- Present strategic recommendations.
- Participate in review sessions.
- Present campaign concepts and creative work.
- Present final deliverables to Management.

8. Required Qualifications and Experience

The agency shall demonstrate:

- Proven experience in advertising and creative design services.
- Proven experience in corporate branding and brand strategy development.
- Experience in brand repositioning and organisational brand recovery.
- Experience in strategic communications and reputation management.
- Experience in integrated marketing communication campaigns.
- Strong stakeholder engagement and research capability.
- Experience working with public enterprises or large corporates (advantageous).
- Experience in the mining, extractive or luxury goods sector (advantageous).
- Demonstrated creative excellence and innovative communication solutions.

9. Proposal Requirements

Interested bidders shall submit:

- Company profile.
- Company registration documents.
- Relevant experience and portfolio.
- Proposed methodology and workplan.
- Proposed Brand Strategy Review approach.
- Proposed communication and advertising concept.
- Project implementation schedule.
- Project team composition and CVs.
- Three reference letters for similar assignments.
- Detailed financial proposal.

10. Evaluation Criteria

Proposals shall be evaluated based on the approved Technical Evaluation Criteria and Scoring Matrix contained in the bidding documents.

11. Confidentiality

All information made available to the appointed agency shall remain confidential and shall not be disclosed to any third party without the prior written consent of NAMDIA.

12. Ownership of Deliverables

All reports, strategies, creative concepts, campaign materials, designs, communication products, documentation and intellectual property developed under this assignment shall become the exclusive property of NAMDIA upon acceptance and payment in accordance with the contract.

Part III –Contract

Section VII. General Conditions of Contract

Table of Clauses

Section VII. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder **as specified in SCC.**

(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Contract Period" means the period which the Services are required to be provided by the Service Provider as certified by the Employer **as indicated in the SCC**;

(d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract **as indicated in the SCC**;

(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.2;

(f) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

(g) "Employer" means the party who employs the Service Provider **as specified in the SCC**

(h) "GCC" means these General Conditions of Contract;

(i) "Government" means the Government of the Republic of Namibia;

(j) "Local Currency" means Namibia Dollars;

(k) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(l) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(m) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

(n) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the 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"[6] 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"[7] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[8] 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"[9] 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

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6 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.

7 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.

8 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.

9 For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

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:

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

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

2.6.3 Payment upon Termination

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

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

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

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from

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

Commissions and Discounts. for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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

(a) during the term of this Contract, any business or professional activities in the Republic of Namibia which would conflict with the activities assigned to them under this Contract;

(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

(c) after the termination of this Contract, such other activities as may be **specified in the SCC.**

3.3 Confidentiality The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.

3.4 Assignment The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.

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

3.6	**Insurance to be Taken Out by the Service Provider**	(a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. (d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall: (i) Name the Employer as additional insured; (ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer; (iii) Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
3.7	**Service Provider's Actions Requiring Employer's Prior Approval**	The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), (c) changing the Program of activities; and (d) any other action that may be **specified in the SCC.**
3.8	**Reporting Obligations**	The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
3.9	**Documents Prepared by the Service Provider to Be the Property of the Employer**	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents

and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.10 Liquidated Damages

3.10.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.10.2 Correction for 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 Namibia Dollars. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have:

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

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

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6. 2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.

6. Payments to the Service Provider

6.1 Time-Based Remuneration The Service Provider's remuneration shall not exceed the Contract Price rates and shall be subject to the quantities performed as agreed with the purchaser including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price The price payable in Namibia Dollars is the corrected bid price accepted in terms of the award or the total amount in terms of the Contract Agreement signed by the Parties, whichever is applicable.

6.3 Payment for Additional Services, and Performance Incentive 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 Employer specifying the amount due.

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

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

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

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

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

6.7 Dayworks

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

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

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

6.8 Labour Clause

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

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

(ii) by arbitration awards; or

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

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

(a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

(c) containing such other information as the Accounting Officer of the Public Entity administering the contract may require 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 VIII. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is the Law Society of Namibia.
1.1(c)	The Contract Period is: *2 years, renewable for 1 year*
1.1(d)	The contract name is **Creative Design and Advertising Agency Services**
1.1(g)	The Employer is **NAMDIA**
1.1(k)	The Member in Charge is *[name of Member Leader of the Joint Venture]*.
1.4	The addresses for delivery of notices are: Employer: **NAMDIA** Attention: **Procurement Management Unit** Address: **Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road, Klein Windhoek, Windhoek** Tel: **+2646183 331 1126** Service Provider:______________________________ Attention: ______________________________ Facsimile: ______________________________
1.6	The Authorized Representatives are: For the Employer: **PRO** For the Service Provider:______________________________
2.1	The date on which this Contract shall come into effect is **[TBC].** *[**Note**: The date may be specified by reference to conditions of effectiveness of the Contract, such as date of signing of contract, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4),or as otherwise mentioned in the Notification of award etc.]*
2.2.2	The Intended Starting Date for the commencement of Services is **[TBC].**
2.3	The Intended Completion Date is ***[24 months from the intended commencement date of the contract].***

	The contract is for a period of 24 months, renewable for 12 months based on performance.
2.5.1.	Public Entity to define what is considered as extreme conditions: **-Adherence to pricing schedule agreed upon**
3.2.3	Activities prohibited after termination of this Contract are: **The selected Agency will not disclose to third party any news or information relating to any projects on which it is working during the period of the assignment and thereafter.**
3.7(d)	***[Note****: Delete where not applicable].* The other actions are ____.]
3.9	Restrictions on the use of documents prepared by the Service Provider are: All documents, reports, and related materials prepared under this Contract are confidential and shall not be used, shared, or reproduced in any form without the express written permission of the NAMDIA. The Service Provider shall ensure that all staff and subcontractors adhere to this confidentiality requirement.
3.10.1	The liquidated damages rate is *[insert percentage of Contract price. Usually liquidated damages are set between 1% - 4% per week. Public Entity to ascertain that the amount is reasonable in absolute terms.]* The maximum amount of liquidated damages for the whole contract is *[insert percentage of Contract price. Usually the total amount is not to exceed between 5 percent to 10 percent of the Contract Price]* percent of the final Contract Price.
3.10.3	The percentage *[of the cost of having a Defect corrected]* to be used for the calculation of Lack of performance Penalty/(ies) is *[* ***Not Applicable****]* The Defects Liability Period is *[****Not Applicable****]*.
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: Upon completion of required services. All invoices submitted will be confirmed by Communications and Marketing Practitioner before payment.
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 adjustment is ***not to be applied*** in accordance with Sub-Clause 6.6.
7.1	The procedures for inspection of the Services by the Employer are as follows: *[Artwork signed off as satisfactory by NAMDIA]* The Defects Liability Period is ***Not Applicable.***
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 ***Law Society of Namibia.***

Section IX. Contract Forms

Table of Forms

Form of Contract

TIME-BASE REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the ………. day of the month of ...., *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

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

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of…............................at a rate of N$ per unit;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) the Notification of award;

(b) the Service Provider's Bid

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Scope of Service and Performance Specifications;

(f) the Priced Activity Schedule; and

(g) The following Appendices:

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Services and Facilities Provided by the Employer

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

   (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Employer]*

____

[Authorized Representative]

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

____

[Authorized Representative]

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

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

____

[name of member]

____

[Authorized Representative]

____

[name of member]

____

[Authorized Representative]