

Request for Quotations for the Supply and Delivery of Goods and Services

25 August 2025

Dear Prospective Bidder

RE: INSTALLATION OF A COMPLETE SUBMERSIBLE SOLAR POWERED WATER PUMPING SYSTEM, UPGRADING OF WATER INFRASTRUCTURE, AND CONSTRUCTION OF ELEPHANT PROTECTION WALLS AND WILDLIFE WATER DAM AT OKAEPE COMMUNITY BOREHOLE, OTJIMBOYO CONSERVANCY

The Rössing Foundation is inviting your entity to submit a quotation for the supply of goods and/or services listed herein. Kindly submit your offer on the prescribed form and attach all required brochures and/or documents as appropriate.

Please submit your offer to The Rössing Foundation in a sealed envelope or by email marked **Bid Number:** RF/RFQ/015-25 on or before the <u>19 September 2025</u> by <u>12h30</u> at the latest.

This procurement action is subject to the General Terms and Conditions for the Supply and Delivery of Goods and Services of The Rössing Foundation.

Thank you in advance.

PROCUREMENT DESK

The Rössing Foundation, 1 Charles Cathral Street, Olympia, Windhoek, Namibia.

Email: af@rf.org.na

Rössing Foundation

Rössing Foundation

7 5 AUG 11721

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7 61. 4264 61 211 721

PO BOX 20746. Windhoek. Namibia



Request for Quotations for the Supply and Delivery of Goods and Services

SPECIFICATIONS: INSTALLATION OF A COMPLETE SUBMERSIBLE SOLAR POWERED WATER PUMPING SYSTEM, UPGRADING OF WATER INFRASTRUCTURE, AND CONSTRUCTION OF ELEPHANT PROTECTION WALLS AND WILDLIFE WATER DAM AT OKAEPE COMMUNITY BOREHOLE, OTJIMBOYO CONSERVANCY

| SPECIFICATIONS | As per the bill of quantities attached |
|------------------|---|
| DOCUMENTATION | Company Registration, Good Standings (NAMRA & Social Security), Recent past or current (within 2 years) relevant works, services and/or projects of the same nature Corporate Social Investment profile and/or intend Organisational capability (qualified staff profile, technical resources, specialized equipment and fleet) Financial proposal, quotation and/or project costing Past assignment or job completion certification Proposed project timelines, work schedule |
| OTHER CONDITIONS | General Terms and Conditions for the Supply and Delivery of Goods and Services of The Rössing Foundation |



Request for Quotations for the Supply and Delivery of Goods and Services

RE: INSTALLATION OF A COMPLETE SUBMERSIBLE SOLAR POWERED WATER PUMPING SYSTEM, UPGRADING OF WATER INFRASTRUCTURE, AND CONSTRUCTION OF ELEPHANT PROTECTION WALLS AND WILDLIFE WATER DAM AT OKAEPE COMMUNITY BOREHOLE, OTJIMBOYO CONSERVANCY

(As per the attached annexure 1)

| BIDDEF | R'S REGISTERED NAME: | | | | | |
|-----------|---------------------------------------|----|---------------------|--------|------------------|----------------------|
| BIDDEF | R'S REGISTRATION NUMBER: | | | | | |
| | | | | | | |
| Item # | Description of Goods and/ Services | or | Quantity Offered | | Unit Price (N\$) | Total Price (N\$) |
| 1 | Subtotal (1) | | | | | |
| 2 | Subtotal (2) | | | | | |
| 3 | Subtotal (3) | | | | | |
| 4 | Subtotal (4) | | | | | |
| 5 | Subtotal (5) | | | | | |
| 6 | Subtotal (6) | | | | | |
| 7 | Subtotal (7) | | | | | |
| 8 | Subtotal (8) | | | | | |
| 9 | Subtotal (9) | | | | | |
| 10 | Subtotal (10) | | | | | |
| | | | | Sub-T | otal | |
| | | | | VAT (1 | 5%) | |
| | | | | TOTAL | - | |
| BIDDER' | S AUTHORIZATION: | | | | | |
| REPRES | SENTATIVE'S NAME: | | , | | | |
| REPRES | ENTATIVE's SIGNATURE: | | | | | |
| DATE: | | | | | | |
| SEAL: | | | | | | |
| | | | | | | |



SPECIFICATIONS AND BILL OF QUANTITIES

INSTALLATION OF A COMPLETE SUBMERSIBLE SOLAR POWERED WATER PUMPING SYSTEM, UPGRADING OF WATER INFRASTRUCTURE, AND CONSTRUCTION OF ELEPHANT PROTECTION WALLS AND WILDLIFE WATER DAM AT OKAEPE COMMUNITY BOREHOLE, OTHIMBOYO CONSERVANCY

| | ATIONS/SCHEDULE OF ITIES/PRICE | Water Point Number | Region Erongo |
|-------------------------------|-----------------------------------|--------------------|--|
| Location Name | OKAEPE, OTJIMBOYO CONSERVANCY | GPS Reading | to a sold as a first and a sold as a |
| Distance from nearest Town | | Road type | Gravel/tared |
| | | Borehole/Well | |
| WW Number | Borehole 107m Depth | Number of Pipes | Casing 165mm Diameter |
| Installation Depth | Rest Water 54 Level | Pump Water Level | Pumping Yield |

| Type Equipment | Diesel | Windmill | Hand pump | Solar | Power Head | Rotary /Reciprocating Head | Cylinder/Element |
|----------------|--------|----------|-----------|---------|------------|----------------------------------|------------------|
| Manufacturer | | | | Lorentz | T | | Lorentz |

- 1. Mobilization and site establishment
- Installation of solar powered pumping system with high security features
 Construction of thicker elephant protection walls as per drawings.
- 4. Supply and install new pipework on the tanks
- 5. construct and install new domestic taps and reconnect the existing livestock trough
- 6. Construction of concrete wildlife dam, 200m away from the borehole

| | A. WATER POINT PREPARATION | SCHEDULE OF QUANTITIES | | | | |
|-----------|--|------------------------|---------|----------------|-------|-------|
| item No. | Description | Unit | Qty | Unit price N\$ | Total | (N\$) |
| 1 | SITE ESTABLISHMENT: Accrding to SABS 1200 AA 1986 | LS | 1 | | | |
| 1.1 | Transport of material to site plus additional transport of miscellaneus item | | | | | |
| 1,1,1 | 6Ton @ km | km | 360 | | | |
| 1.1.2 | 2.5Ton @ km | km | 360 | | | |
| | SUB TOTAL (1) | (To Summary) | | | | |
| SPECIFICA | ATIONS OF WORK TO BE DONE | SCHEDULE OF QUA | NTITIES | | | |
| 2 | SOLAR POWERED PUMP | | | | | |
| 2.1 | Supply & Install a sultable solar powered pump. Fit complete unit at water point, with panels, dry-running, over- and under voltage & overload protection. Wide voltage range (Typical 100 to 230 volt AC, 30 to 300 volt DC or bigger). Starting method: Direct on line, Power factor 1, Insulation class (IEC 85) F. Lockable, weatherproof isolator / terminal box to be installed at the pole, and properly installed with cable glands at the terminal box and borehole casing Above ground cabling to be suitably protected against mechanical damage / vandalism and the cable length to suite site conditions. | | | | | |
| | Labour charge (excl. VAT) | | | | | |
| 2.11 | PS2_1800_HR07 Lorentz pump and control box / Equivalent | LS | 1 | | | |
| 2.12 | 32mm class 10 HDPE pipe | m | 102 | ļ | | |
| 2.13 | Pressure sensor, safety rope and well probe | Ls | 1 | ļ l | | |
| 2,14 | 110m 4mm2 Aquavaren cable | hrs | 8 | ļ | | |
| 2.15 | Control box case | LS | 1 | | | |
| 2.16 | Solar panels | Module | 3 | 1 | | |
| | SUB TOTAL (2): | (To Summary) | | | | |

| | SPECIFICATIONS OF WORK TO BE DONE | SCHEDULE OF QUA | NTITIES | | | |
|---|---|---------------------------------------|--|--|----------|-------------|
| item | Description | Unit | Qty | F | ate | |
| No. | | | | | | on negotiza |
| | Solar Module stand and pump installation | | | | | |
| | Supply all material and install a solar module stand 4m high complete with concrete foundation using two 100mm square tubing and suitable framing | | | | | |
| | | | | | | |
| | Labour charge (excl. VAT) | hrs | 8 | l | | |
| | Artisan Skilled Labourer | hrs | 16 | | • | |
| _ | Unskilled Labourer | hrs | 16 | | | |
| | Solar modules stand | LS | 1 | | | |
| 3.15 | Concrete | m³ | 0.25 | | | |
| 3.16 | Accessories and any other additional required Items. (All Inclusive) | sum | 11 | 1 | | |
| | SUBTOTAL (3) | (To Summary) | | | | |
| 4 | Water pipes installation on the existing tanks | | | | | |
| | Supply all material and install pipework on the exsting tanks stand complete with all pipe work, fittings, valves, domestic tap, tank strapping. Labour charge (excl. VAT) | | | mulic (se e Escapera centro escapera | | |
| 4.11 | Artisan | hrs | 8 | | | |
| | Skilled Labourer | hrs | 8 | | | |
| 4.13 | Unskilled Labourer | hrs | 8 | | | |
| 4.14 4.15 | Inlet pipe work complete with all fittings and valves. 50mm GMS outlet pipe work complete with all fittings and valves | sum sum | 1 | | | |
| 4.15 4.16 | Cobra gate valves | sum | 2 | | | |
| 4.17 | Overflow pipe work complete into existing reservoir with all fittings. | sum | 1 | | | |
| | Securing brackets for all pipe work. | sum | 1 | | | |
| 4.19 | Accessories and any other additional required items. (All inclusive) | sum (To Summan) | 1 | L | | |
| | SUB TOTAL (4): | (To Summary) | | | | |
| | SPECIFICATIONS OF WORK TO BE DONE | SCHEDULE OF QUA | NTITIES | | | |
| Item No. | Description | Unit | Qty | Unit price N\$ | Total | N\$ |
| | | | | Ouir blice M3 | | |
| 5 | TOTAL BROUGHT FORWARD: TROUGH | | | | | |
| | Supply all material and reconnect the exsting livestock trough | | | | | |
| 5.1 | Subbild at Utarestal and reconnect the events nacetory apage. | | | | | |
| | Labour charge (excl. VAT) | | | | | |
| 5.11 | Artisan | hrs | 2 | | ***** | |
| 5.12 | Skilled Labourer | hrs | 4 | | | |
| 5.13 | Unskilled Labourer | hrs | 4 | ļ | | |
| 5.14 | GMS pipe work and fittings. | sum sum | 1 | | | |
| 5.15 | Accessories and any other additional required items. (All inclusive) SUB TOTAL (5): | | | J | | |
| | | · · · · · · · · · · · · · · · · · · · | ********* | | | |
| ļ | SPECIFICATIONS OF WORK TO BE DONE | SCHEDULE OF QU/ | INTITIES | | | |
| Item No. | Description | Unit | Qty | Unit price N\$ | Total | N\$ |
| | TOTAL BROUGHT FORWARD: | | | | | |
| 6 | FROM DOMESTIC TANK TO TAP POINTS. Supply all material and install 50mm. class 10 HDPE pipeline from the domestic tank to the tap stand, complete with all required compression type fittings and valve. | | | | | |
| 6 11 | Labour charge (excl. VAT) | hrs | 6 | | | |
| 6.11 6.12 | Artisan Skilled Labourer | hrs | 6 | | | |
| 6.13 | Unskilled Labourer | hrs | 6 | | | |
| 6.14 | 50mm. Class 10 HDPE pipe. | m | 5 | | <u> </u> | |
| 6.15 | All required compression type fittings. | sum (To Summan) | 1 | <u> L</u> | <u> </u> | |
| | SUBTOTAL (6) | (To Summary) | | | | |
| 7 | DOMESTIC TAP STANDS; | | | | | |
| 7.1 | Supply all material and install new taps | | | | | |
| 7.11 | Labour charge (excl. VAT) | hrs | 3 | Ī | l | wasii03 |
| 7.12 7.13 | Artisan Skilled Labourer | hrs | 8 | | l - | |
| 7.14 | | | | T | | |
| 7.15 | | hrs | 16 | | | |
| 7.16 | Unskilled Labourer Concrete | hrs m³ | 1.008 | | | |
| | Unskilled Labourer Concrete GMS pipe work | m³ sum | 1.008 1 | | | |
| 7.17 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) | m³ sum no | 1.008 | | | |
| 8 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) SUBTOTAL (7) PROTECTION OF SOLAR AND TANK AGAINST ELEPHANTS Expand the existing Elephant Protection Wall, increase thickness to 500mm on | m³ sum no | 1.008 1 | | | |
| 8.1 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) SUBTOTAL (7) PROTECTION OF SOLAR AND TANK AGAINST ELEPHANTS Expand the existing Elephant Protection Wall, increase thickness to 500mm on top and 1000mm at the bottom | m³ sum no | 1.008 1 | | | |
| 8.1 8.11 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) SUBTOTAL (7) PROTECTION OF SOLAR AND TANK AGAINST ELEPHANTS Expand the existing Elephant Protection Wall, increase thickness to 500mm on top and 1000mm at the bottom Labour charge (exci, VAT) | m³ sum no | 1.008 1 | | | |
| 8.1 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) SUBTOTAL (7) PROTECTION OF SOLAR AND TANK AGAINST ELEPHANTS Expand the existing Elephant Protection Wall, increase thickness to 500mm on top and 1000mm at the bottom | m³ sum no (To Summary) h h | 1.008 1 2 | | | |
| 8.1 8.11 8.12 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) SUBTOTAL (7) PROTECTION OF SOLAR AND TANK AGAINST ELEPHANTS Expand the existing Elephant Protection Wall, increase thickness to 500mm on top and 1000mm at the bottom Labour charge (excl. VAT) Artisan | m³ sum no (To Summary) h h h | 1.008 1 2 | | | |
| 8.1 8.11 8.12 8.13 8.14 8.15 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) SUBTOTAL (7) PROTECTION OF SOLAR AND TANK AGAINST ELEPHANTS Expand the existing Elephant Protection Wall, increase thickness to 500mm on top and 1000mm at the bottom Labour charge (excl., VAT) Artisan Skilled Labourer Unskilled Labourer Cements | m³ sum no (To Summary) h h h h h bag | 1,008 1 2 2 50 80 80 80 | | | |
| 8.1 8.11 8.12 8.13 8.14 | Unskilled Labourer Concrete GMS pipe work Taps. (20mm BRASS BIBCOCK) SUBTOTAL (7) PROTECTION OF SOLAR AND TANK AGAINST ELEPHANTS Expand the existing Elephant Protection Wall, increase thickness to 500mm on top and 1000mm at the bottom Labour charge (excl. VAT) Artisan Skilled Labourer Unskilled Labourer | m³ sum no (To Summary) h h h b sum | 1.008 1 2 | | | |

| 9 | CONCRETE DAM FOR ELEPHANTS AND OTHER WILD ANIMALS | | | | |
|-------------------------|---|-------------|---|--|---|
| 9.1 | Construct a concrete dam, 5m diameter and 1.2m height. | | | | |
| | Labour charge (excl. VAT) | | | | |
| 9.11 | Artisan | <u>h</u> | 8 | | |
| 9.12 | Skilled Labourer | <u>h</u> | 12 | | |
| 9.13 | Unskilled Labourer | h | 20 | | |
| 9,14 | Concrete | m | 8.7 | | |
| 9,15 | Re-inforcing steel. | m | 18 | | |
| 9.16 | GMS pipe work | m | 1 | | |
| 9.17 | Accessories and any other additional required items. (All inclusive) | sum | 1 | | |
| | SUBTOTAL (9) | (To Summary | y) | | |
| | | | NAMES AND ADDRESS OF THE PARTY | PURNICIPATION CONTRACTOR AND | ar or a surply of the annual transfer of the second |
| 10 | FROM BOREHOLE TO WILDLIFE DAM. Supply all material and install 50mm. class 10 HDPE pipeline from the borehole manifold, complete with all required compression type fittings and valve. | | | | |
| 10 | 10 HDPE pipeline from the borehole manifold, complete with all required | | | | |
| 10,11 | 10 HDPE pipeline from the borehole manifold, complete with all required compression type fittings and valve. | hrs | | | |
| | 10 HDPE pipeline from the borehole manifold, complete with all required compression type fittings and valve. Labour charge (excl. VAT) | hrs hrs | 8 16 | | |
| 10.11 | 10 HDPE pipeline from the borehole manifold, complete with all required compression type fittings and valve. Labour charge (excl. VAT) Artisan | | 16 16 | | |
| 10.11 10.12 | 10 HDPE pipeline from the borehole manifold, complete with all required compression type fittings and valve. Labour charge (excl. VAT) Artisan Skilled Labourer | hrs | 16 | | |
| 10.11 10.12 10.13 | 10 HDPE pipeline from the borehole manifold, complete with all required compression type fittings and valve. Labour charge (excl. VAT) Artisan Skilled Labourer Unskilled Labourer | hrs hrs | 16 16 | | |

| SUMM | IARY | |
|---------------|-----------------|--------------|
| SUBTOTAL (1) | | |
| SUBTOTAL (2) | | ············ |
| SUBTOTAL (3) | | |
| SUBTOTAL (4) | | |
| SUBTOTAL (5) | | |
| SUBTOTAL (6) | | |
| SUBTOTAL (7) | | |
| SUBTOTAL (8) | | |
| SUBTOTAL (9) | | |
| SUBTOTAL (10) | | |
| | SUM SUBTOTAL | |
| | 12== 22=0/1 | |
| | VAT (15%) | |
| | TOTAL BID (N\$) | |



General Terms and Conditions for the Supply and Delivery of Goods and Services

DEFINITIONS:

"Contract" is used to include a purchase order, a contract, or any changes or amendments thereto, including all documents, exhibits, and attachments referenced therein, to which these General Terms and Conditions apply.

"Contractor" refers to the party with whom The Rössing Foundation is contracting to supply the goods and/or services and who shall have the sole and full responsibility for the performance of its obligations under this Contract.

"Foundation" means The Rössing Foundation.

"Goods" include equipment, spare parts, commodities, live plants or animals, seed, raw materials, components, intermediate products, or products, as specified in the Contract.

"Services" refers to the Contractor's time, effort and/or expertise, as specified in the Contract.

DELIVERY OF GOODS:

The Contractor shall hand over or make available the goods, and The Rössing Foundation shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. Delivery of the goods shall not be deemed as constituting acceptance of the goods by the Foundation, which shall be further subject to provisions herein.

INSPECTION OF THE GOODS:

The Rössing Foundation reserves the right to inspect and test all goods ordered under this Contract at any time and place. The Contractor, without additional charge, shall provide all facilities for inspection and all necessary support including, but not limited to, access to drawings and production data, to ensure that inspections can be performed in such a manner as not to unduly delay delivery.

PACKAGING OF THE GOODS:

The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods.

The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods.

TRANSPORTATION & FREIGHT:

Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract.

WARRANTIES AND AFTER SALES SERVICE:

Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of The Rössing Foundation stated in or arising under the Contract, the Contractor warrants and represents that:

- The goods, including all packaging and packing thereof, conform to the specifications of the Contract, including any
 applicable standards provided for in the Contract or, if no applicable standards are provided, the most recent
 authoritative standards issued by the relevant institution in the goods' country of origin.
- The goods are securely contained, packaged and marked in accordance with normal commercial standards of export
 packing for goods of this type and in a manner so as to protect the goods while in storage or in transit to their ultimate
 destination.
- The Contractor further warrants that the goods are fit for the purposes for which such goods are ordinarily used and
 for purposes expressly made known to the Contractor by the Foundation, are of current manufacture and are of
 even quality and free from defects in design, workmanship, material, and manufacture.
- If the Contractor is not the original manufacturer of the goods, the Contractor shall provide The Rössing Foundation
 with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under
 the Contract.
- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination.
- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright, and trade secrets.
- The goods are new and unused unless procurement of used goods is approved in advance in writing by the Foundation.

ACCEPTANCE OF GOODS:

Under no circumstances shall The Rössing Foundation be required to accept any goods that do not conform to the specifications or requirements of the Contract. The Rössing Foundation may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties.

In no case shall The Rössing Foundation be obligated to accept any goods unless and until The Rössing Foundation has had a reasonable opportunity to inspect the goods following delivery and all required inspection reports satisfactory to The Rössing Foundation have been provided.

REJECTION OF GOODS:

In case of rejection by The Rössing Foundation of the goods provided, a new review may be carried out by the representatives of both The Rössing Foundation and the Contractor, if promptly requested by the Contractor and before The Rössing Foundation exercises any legal remedies. The Contractor shall bear the expenses of such review.

DAMAGES FOR DELAY, NONCONFORMING GOODS, SHORTFALLS:

The Contractor recognizes that this Contract concerns delivery of goods where "time is of the essence" and that failure to deliver the goods by the scheduled date(s) or in accordance with the quantities and/or quality specified in this Contract may cause irreparable harm to the Foundation.

If all or part of the goods or services are not delivered within the time period specified in the Contract, liquidated damages shall be equivalent to two point five percent (2.5%) of the total price of the Contract for each week of delay until actual delivery, up to a maximum deduction of ten percent (10%) of the total Contract price, as agreed liquidated damages, provided, however, that where delivery time was indicated in the tender documents as a criterion for award, agreed liquidated damages shall be equivalent to five percent (5%) of the total price of the Contract for each week of delay until actual delivery, up to a maximum deduction of twenty percent (20%) of the total Contract price.

In the event of delivery of nonconforming goods or services, liquidated damages shall be equivalent to ten percent (10%) of the total contracted price of the goods or services deemed non-conforming. Liquidated damages claimed by The Rössing Foundation will be deemed accepted by the Contractor if not contested in writing within thirty (30) days of receipt of payment from the Foundation.

INDEMNIFICATION:

5.1 The Contractor shall indemnify, defend, and hold and save harmless, the Foundation, and its officials, agents and employees, and any of its partners or other ultimate beneficiaries, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Foundation, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

Allegations or claims that the possession of or use by The Rössing Foundation of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to The Rössing Foundation under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

Any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

INSURANCE AND LIABILITY:

The Contractor shall pay The Rössing Foundation promptly for all loss, destruction, or damage to the property of the Foundation caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

- insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect
 to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits
 required to be paid by law, in connection with the performance of the Contract;
- liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor.

EQUIPMENT FURNISHED BY THE FOUNDATION TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by The Rössing Foundation to the Contractor for the performance of any obligations under the Contract shall rest with the Foundation, and any such equipment shall be returned to The Rössing Foundation at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the Foundation, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate The Rössing Foundation for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

Except as is otherwise expressly provided in writing in the Contract, The Rössing Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for The Rössing Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract.

CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

All designs, drawings, specifications, reports, data, computer programs, and other technical or proprietary information compiled or developed by the Contractor or furnished or disclosed to the Contractor by The Rössing Foundation under this Contract ("Information") shall be the property of the Foundation and shall be treated as confidential and safeguarded by the Contractor, its employees, agents, and representatives.

Unless otherwise authorized in writing by the Foundation, the Contractor shall use such Information only in the performance of this Contract. Upon completion or termination of this Contract, the Contractor shall return such Information to the Foundation.

LABOR:

The Contractor shall: i) respect the prohibition of forced or compulsory labour in all its forms; ii) respect the freely exercised right of workers, without distinction, to organize, to further and defend their interest as well as the protection of those workers who exercise their right to organize; iii) ensure equality of opportunity and treatment in respect of employment and occupation; and iv) ensure fair and reasonable conditions of safety, health and welfare.

SEXUAL EXPLOITATION:

The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of any direct beneficiary of The Rössing Foundation projects or programmes receiving the goods or services provided under this Contract, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract.

TERRORISM:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the funds received from the Foundation under this Contract are used to provide support to individuals or entities: (i) associated with terrorism, as included in the list maintained by the United Nations Security Council; or (ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council.

OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

The Contractor shall promptly correct any violations thereof and shall keep The Rössing Foundation informed of any conflict or problem arising in relation to national authorities. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the Foundation.

The Contractor shall observe the highest standard of ethics and will certify that it has not and will not engage in Sanctionable Actions during the selection process and throughout the negotiation and execution of this Contract. The Contractor expressly agrees to abide by the Foundation's Code of Conduct