

## Responses to Requests for Clarifications

### Clarification No. 3

**Subject of Procurement:** Supply, Delivery, Installation and Deployment, Testing, Training and Commissioning of Software; and Provision of Cloud Infrastructure for Energy Information and Database System (EIDBMS)

**Procurement Reference. No:** RERA-SPLS-001-OCB:

**Date of issuance of responses:** 04<sup>th</sup> March 2026

#	Bidders' Request for Clarification	Purchaser's Response
1	<p>Extension Request - Bid Submission Deadline: 10 March 2026, 09:00 AM (Local Time); Hard-copy, no email submissions allowed (BDS ITB 22.1)</p> <p><i>Considering the comprehensive technical scope—cloud architecture (primary + secondary servers), elastic load balancer, multilingual system, extensive technical forms, and multiple mandatory documents—we request RERA to extend the bid submission deadline by at least 15 working days beyond 10 March 2026 to enable the correct submission of the proposal.</i></p>	<p>The deadline for submission of bids has been extended to Monday, 23<sup>rd</sup> March 2026 at 09:00 Hrs, Namibian Time.</p> <p>Kindly refer to Addendum No. 2 of the Bidding Document that has been issued to this effect.</p>
2	<p>Extension Request for submission of pre-bid queries: Requests for clarification should be received by the Purchaser no later than: Fourteen (14) days before the deadline for submission of bids- Page No 34</p> <p><i>Considering the detailed RFP that has been circulated, we kindly request additional time to submit clarification queries.</i></p>	<p>The deadline for submission of bids has been extended to Monday, 23<sup>rd</sup> March 2026 at 09:00 Hrs, Namibian Time.</p> <p>Kindly refer to Addendum No. 2 of the Bidding Document that has been issued to this effect.</p> <p>Subsequently, the Requests for clarifications should be received by the Purchaser no later than fourteen (14) days before the extended deadline for submission of bids.</p>
3	<p>ITB 20.1 – Bid Submission Format -Requirement for 1 Original + 3 Copies + 1 USB- Page No 42-43</p> <p><i>Kindly clarify whether the USB can contain a mirror of all physical copies. Additionally, may the USB be encrypted/password-protected, and if yes, what is the approved password-sharing method?</i></p>	<p>The USB shall contain the soft versions of the Original Hard Copy in a non-editable pdf version. Bidders do not have to submit encrypted/password-protected files.</p> <p>Bidders are reminded to ensure that the USB memory disk, together with the hardcopy versions are sealed in one sealed envelope.</p>
4	<p>ITB 4.1 (c) Page No 33 The maximum number of members in the Joint Venture, Consortium or Association (JV) shall be: Three (03)</p> <p><i>We kindly request that subcontracting be permitted, with the option to submit supporting documentation in the form of Letters of Intent (LoI) from the proposed subcontracting firms. • Furthermore, considering the need for</i></p>	<p>Bidders ought to distinguish between Joint Ventures, Consortia, or Associations from Sub Contractors.</p> <p>For purposes of this bidding document, Joint Ventures, Consortiums or Associations are called JVs. Where applicable, JV's must submit a Joint Venture Agreement or a letter of intent to form a Joint Venture when awarded the</p>

	<p><i>on-ground operational support, online helpdesk services, and multi-layered query-resolution mechanisms, this project may require the involvement of several specialized entities. Therefore, we also request that the Purchaser allow engagement of more than three subcontractors, so that the Bidder can ensure adequate technical, functional, and support coverage throughout the contract period.</i></p>	<p>contract. All members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.</p> <p>For this reason, all members of the Joint Venture shall be evaluated in accordance with the Evaluation Criteria set out in the Bid Document.</p> <p>On the other hand, sub-contracting does not require sub consultants to be jointly or severally liable for the execution of the contract. For this reason, sub-contractors are not evaluated.</p> <p>In light of the above explanations, Bidders are restricted to three members of the Joint Venture, in accordance with ITB 4.1 (c) of the Bid Data Sheet. The minimum share of each member shall not be less than 30% of the total value of the contract.</p> <p>Sub-contracting is not provided under this bidding document.</p>
5	<p>ITB 17.2 (a) Page No 35 Manufacturer’s authorization is: Required <i>For a software developer bidding its own application, does self-certification satisfy this clause? • If cloud services (AWS/Azure/GCP, etc.) are used, is a cloud-provider OEM authorization letter required?</i></p>	<p>In accordance with ITB 17.2 (a), Bidders who are manufacturers are not required to submit a Manufacturer’s Authorisation. This is also stressed under Section III- Evaluation and Qualification Criteria- 1.2 Evaluation of Commercial Terms and Conditions of the Bid (bullet (d)).</p> <p>In the instant case, Software Developers bidding for this assignment are not required to submit a Manufacturer’s Authorisation since they are the manufacturers themselves.</p> <p>The cloud service provider is not required to provide a Manufacturer’s Authorisation as this is not core but a subsidiary deliverable.</p>
6	<p>Section VII – RAERESA IMS Integration Requirement Page No 83 2.5 Testing Scope: All components of the EIDBMS integrate correctly and test the interface with external platforms (RAERESA’s IMS) to ensure seamless collaboration across systems</p> <p><i>Requesting technical details/API documentation of RAERESA’s IMS to enable accurate estimation of integration effort.</i></p>	<p>Available technical documentation relating to RAERESA’s Information Management System (IMS) will be shared with the selected bidder, together with the system design documents, following contract award. Bidders are advised to include a reasonable provision for integration effort in their bids based on the information already provided in the specifications. The selected bidder will be expected to work with RAERESA to finalise integration requirements and confirm technical specifications during the implementation phase.</p>
7	<p>Cloud Hosting Requirement: “Cloud (365 days hosting)” Section 2.4: ICT Infrastructure Scope Page No 83 Setup of secure, scalable cloud hosting</p>	<p>RERA does not impose a mandatory data residency requirement restricting cloud hosting to a specific country or region. Bidders are free to propose cloud</p>

	<p>services, including storage, compute, and networking infrastructure aligned with system performance, availability, and security requirements.</p> <p><i>Please clarify if RERA has any data residency requirement (Namibia, SADC, Africa), or whether global cloud regions may be used.</i></p>	<p>infrastructure hosted in any region, provided the proposed solution meets RERA's performance, availability, and security requirements. However, RERA strongly encourages bidders to propose hosting within Africa, and preferably within the SADC region, given the cross-border regulatory nature of the system and the data sovereignty considerations associated with sensitive energy and utility regulatory data.</p>
8	<p>Data Residency &amp; Cloud Hosting Requirements Page No 83 Technical Specifications 2.4 ICT Infrastructure Scope To ensure seamless deployment and performance of EIDBMS in a cloud environment, the assignment will include the provision and setup of secure, scalable cloud hosting services, including storage, compute, and networking infrastructure aligned with system performance, availability, and security requirements. The following activities are to be performed. e) Cloud Server Provisioning: Deployment of two servers (primary and secondary) in the cloud, configured with auto-replication to ensure high availability and fault tolerance. f) Elastic Load Balancer Setup: Implementation of an elastic load balancer to distribute incoming traffic intelligently across the two servers, ensuring optimal performance, uptime, and scalability as user demand grows. g) Scalable Network Resources: Provision of elastic bandwidth to accommodate real-time data processing and regulatory submissions. Usage and scaling needs will be continuously monitored post-implementation to adjust resources efficiently based on actual system load.</p> <p><i>Given that data residency rules prohibit exporting sensitive regulatory data, kindly confirm that all hosting, processing, and storage must mandatorily remain within Namibia to maintain data sovereignty and compliance obligations. • Kindly confirm whether RERA would allow hosting in other AfDB-eligible cloud regions outside Namibia</i></p>	<p>RERA does not require hosting to be restricted exclusively to Namibia, nor does it impose a mandatory data residency requirement limiting cloud hosting to the SADC region. Bidders are free to propose cloud infrastructure hosted in any region, including AfDB-eligible cloud regions outside of Namibia and outside of SADC, provided the proposed solution meets RERA's performance, availability, and security requirements. However, RERA strongly encourages bidders to propose hosting within Africa, and preferably within the SADC region,</p>
9	<p>Definition of "Goods" and "Similar Goods" for Qualification</p> <p><i>Kindly confirm that "similar goods" refers to software systems, regulatory data platforms, or cloud-based analytics solutions.</i></p>	<p>Similar Goods include upgrades, latest and improved versions, or models with similar specifications and technology.</p> <p>The Bidder shall furnish documentary evidence satisfactory to the Purchaser to demonstrate that similar Goods as offered in the Bid have been in successful use or operation since Jan. 1, 2015.</p>
10	<p>Scope Clarification – Software-Only Nature of Project</p> <p><i>Please confirm that the project is strictly software and cloud-services-oriented, and there is no requirement to manufacture or supply any physical hardware.</i></p>	<p>This assignment is strictly software and cloud-services-oriented. There is no requirement to supply, or deliver any physical hardware as part of this assignment. The scope covers the development or customisation, deployment (cloud), and support of the EIDBMS as a cloud-hosted solution, together with</p>

		the associated cloud infrastructure provisioning as described in Section 2.4 (ICT infrastructure scope).
11	<p>Testing Requirements (UAT, OAT, Penetration Testing) Section 2.5: Testing Scope Page No 83 The EIDBMS will be tested at different stages of the implementation. The testing of the EIDBMS will include:.....</p> <p><i>Kindly provide the detailed acceptance criteria, including the severity classification framework and the corresponding pass/fail thresholds for each testing stage.</i></p>	<p>Functional testing, integration testing and user acceptance testing will be based on the detailed specifications set out in the bidding document, which define the expected system behaviour, functional requirements, and integration standards that the EIDBMS must meet. A severity classification framework, including pass/fail thresholds for each testing stage (UAT, OAT, Penetration Testing), will be developed collaboratively with the selected bidder during the inception phase of the implementation. Bidders are expected to propose their recommended testing methodology and severity classification approach as part of their technical proposal. The finalised framework will be agreed upon and documented prior to the commencement of formal testing activities.</p>
12	<p>GCC 16.1 Page No 138 Payment for Goods supplied from abroad:</p> <p><i>Requesting confirmation if the payment for Handover and post-deployment support shall be distributed equally quarterly for the period of three years.</i></p>	<p>The payment for handover and post-deployment support (30% of the contract price) shall be paid in a lump sum at once upon completion of inspections and tests under GCC 26.1. The entire process from the development of the software to system rollout and launch shall last four (04) months.</p> <p>This will be followed by 36 months of cloud hosting annual subscription, routine system maintenance, and support.</p> <p>Considering that the Project shall have closed by the end of the assignment, remedial payments shall be made in a lump sum, before the closure of the Project, against a Performance Security valid for three years and equal to the bidder's amount allocated for Annual Hosting, Maintenance, and Systems Support.</p>
13	<p>Section VII – General Conditions of the Contract Page No 127 30. Limitation of Liability: 30.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>	<p>RERA is not in a position to alter/modify/delete any clause in the General Conditions of Contract. This is not limited to the cited Clause 30.1 of the General Conditions of Contract. Bidders are encouraged to carefully read and appreciate the General Conditions of Contract and their appendant Speciali Conditions of Contract therein, where applicable.</p>

	<i>Requesting a clearly defined cap on the Supplier's aggregate liability to ensure balanced contractual risk allocation and appropriate insurability. We further request consideration of a liability cap expressed as a defined percentage of the total Contract Price.</i>	
14	The idea behind floating a Goods tender appears to be to use off-the-shelf products over customized products. However, given our extensive experience of developing IMS for energy regulators and stakeholders across Tanzania, Senegal and 13 member countries of the COMESA group, the IMS needs high level of flexibility and customization to SADC's context, which off-the-shelf products may not cater to due to their standardized design philosophy. These tasks are suited for a Service Contract and not Goods Contract. We request that IMS development be treated as a Consulting Service contract and procurement, and the deployment of servers and related hardware aspects be included in a separate Goods procurement. The firms providing hardware are highly specialized, and it is rare to find a JV or a prior tie-up of such firms with Consulting firms. The suggested model of separate procurements has been successfully followed till now in several instances of IMS deployed regionally and globally.	We are unable to change the procurement type from Goods to Consulting Services. Bidders are encouraged to enter into Joint Ventures in order to enhance their chances of meeting the minimum requirements.
15	We request that submission of proposals be allowed through electronic mail. This will enable international consultants to develop well-drafted proposals and submit them on time. Submission in hard copy takes a significantly longer time in courier, etc. and therefore, alternatively, e-mail submission should be allowed.	The option of submission of bids through email or any other electronic means is not acceptable for the purpose of this tender. Bidders are required to submit hard copies of bids in person or through couriers as per the instructions contained in the Bidding Document.
16	Responses received against the Consultant queries will have a significant bearing on the bid strategy and proposal development. Hence we request you to allow at least 3 weeks for submission after receipt of responses to the queries	The deadline for submission of bids has been extended to Monday, 23 <sup>rd</sup> March 2026 at 09:00 Hrs, Namibian Time.  Kindly refer to Addendum No. 2 of the Bidding Document that has been issued to this effect.
17	A two-server setup (1 Application + 1 Database) is simplistic for a production system and does not provide meaningful high availability. We recommend a minimum of 3 servers for a production-grade deployment. This ensures stable failover, improved resilience, reduced single points of failure, and operational continuity during maintenance or outages. We should have 3 Servers running both App + DB components. Additionally, For use cases involving: <ul style="list-style-type: none"> <li>• <i>Time-series data</i></li> <li>• <i>High write volumes</i></li> </ul>	RERA confirms that the specified architecture of two servers (primary and secondary) with auto-replication, an elastic load balancer, and scalable network resources represents the minimum baseline requirement. RERA is not opposed to bidders proposing a more robust architecture, such as additional nodes, clustering, where the bidder considers this necessary to achieve optimal high availability, fault tolerance, and operational continuity. Any proposed enhancement to the baseline architecture must be clearly documented and justified in the technical proposal, including any associated cost implications.

	<ul style="list-style-type: none"> <li>• <i>Logging and event tracking</i></li> <li>• <i>Large-scale data growth</i></li> <li>• <i>Caching-heavy patterns A distributed NoSQL database such as Apache Cassandra is more appropriate. It is designed to scale horizontally and handle high throughput efficiently.</i></li> </ul>	Regarding database technology, the EIDBMS requires an RDBMS to support its structured data submissions, defined workflows, regulatory reporting, audit trails, and integration requirements. NoSQL database architectures are not considered appropriate for the core EIDBMS use case.
18	<p>(Reference: Section 3, Clause 1.1) We would have to deploy two servers at Namibia: • Application Server (16-core CPU, 32GB RAM) • Database Server (16-core CPU, 64GB RAM)</p> <p><i>Should the infrastructure be hosted in the cloud, or physically deployed in Namibia?</i></p>	RERA confirms that the EIDBMS infrastructure must be hosted in the cloud and must not be physically be deployed in Namibia. As stated in the bidding document, the EIDBMS is being procured as a cloud-hosted solution. RERA does not maintain its own server infrastructure, and there is no requirement or provision for on-premises or physical hardware deployment as part of this assignment.
19	<p>(Section 3 – Technical Specifications) Deployment and Security Configuration: Deploy the live system in the cloud environment, applying security protocols such as multi-factor authentication, encryption at rest and in transit, and disaster recovery setup (including automated backups and replication).</p> <ul style="list-style-type: none"> <li>• <i>OS-level disk encryption (encrypted storage volumes) is sufficient for most production environments. It securely protects all data at rest (including database files, logs, backups, and temporary files), is transparent to the application, has minimal performance impact and simplifies key management.</i></li> <li>• <i>Native database-level encryption adds additional complexity and CPU overhead. Please confirm whether Native database encryption is required for compliance.</i></li> </ul>	<p>RERA confirms that OS-level disk encryption is acceptable and sufficient to meet the encryption at rest requirement, provided it is applied consistently across all storage volumes. In such a case, native database-level encryption is not mandatory.</p> <p>The following requirements remain mandatory and are not subject to negotiation: multi-factor authentication (MFA) at the user level for all users accessing the system, regardless of role; disaster recovery setup, including automated backups, data replication, and a tested failover procedure. Bidders must clearly describe how each of these requirements is addressed in their technical proposal.</p>
20	<p>(Section 7 – Schedule of Requirements) The system must process date-oriented functions with adjustments for public holidays and weekends.</p> <p>Please clarify what "date-oriented functions" includes, for example:</p> <ul style="list-style-type: none"> <li>• <i>SLA deadline adjustments for weekends/public holidays?</i></li> <li>• <i>Interest calculations?</i></li> <li>• <i>Payment due date shifting?</i></li> <li>• <i>Business-day calculations?</i></li> </ul>	The date-oriented functions primarily refer to the automatic adjustment of regulatory deadlines, compliance windows, review periods, and notification timelines to account for weekends and public holidays. This includes deadline adjustments, where submission and response deadlines must automatically shift to the next business day when they fall on a weekend or public holiday, and business-day calculations, where all counting of days for regulatory processes must exclude weekends and public holidays.

21	<p>(Section 7 – Schedule of Requirements) System Administrators must have override privileges to resolve access disputes or conduct emergency security resets.</p> <p>Does this mean:</p> <ul style="list-style-type: none"> <li>• <i>Resetting user passwords?</i></li> <li>• <i>Unlocking accounts?</i></li> <li>• <i>Overriding workflow approvals?</i></li> <li>• <i>Modifying audit-locked records?</i></li> </ul>	<p>System administrator override privileges are limited to user access and security management. This includes resetting user passwords, unlocking accounts locked due to failed authentication or auto-lockout policies, and reassigning user roles and permissions to resolve access disputes. Override privileges do not extend to overriding workflow approvals or modifying audit-locked records. These boundaries are intentional to preserve the integrity of regulatory data and ensure that approval workflows remain independent. All administrator override actions must be fully logged in the audit trail in line with the role management requirements specified in the bid document.</p>																		
22	<p>(Section 7 – Schedule of Requirements)</p> <table border="1" data-bbox="283 613 863 841"> <thead> <tr> <th colspan="3">Software Stack Support</th> </tr> </thead> <tbody> <tr> <td>23.</td> <td>Compatible with current supported OS, including Windows Server 2022, Linux or Similar</td> <td>M</td> </tr> <tr> <td>24.</td> <td>Enterprise-grade RDBMS (Microsoft SQL Server 2022)</td> <td>M</td> </tr> <tr> <td>25.</td> <td>Enterprise Antivirus and endpoint protection</td> <td>M</td> </tr> <tr> <td>26.</td> <td>Support for scripting, JavaScript, and responsive web design</td> <td>M</td> </tr> <tr> <td>27.</td> <td>The Supplier must optimize bandwidth allocation, ensuring EIDBMS supports increased dashboard transactions and interactive KPI queries without latency issues.</td> <td>M</td> </tr> </tbody> </table> <p><i>If the client prefers an SQL database and is considering Microsoft SQL Server, we recommend evaluating PostgreSQL (primary choice) or MySQL instead, for the following reasons:</i></p> <ul style="list-style-type: none"> <li>• <i>Lower Total Cost of Ownership – SQL Server 2022 uses core-based licensing, which becomes expensive on 16-core servers and increases further with HA features. PostgreSQL and MySQL have no per-core licensing, resulting in significantly lower long-term cost.</i></li> <li>• <i>Simpler High Availability – SQL Server HA (Availability Groups) often requires higher editions and more complex configuration. PostgreSQL and MySQL provide native replication with simpler primary–replica setups and easier failover management.</i></li> <li>• <i>Reduced Operational Complexity – PostgreSQL and MySQL run natively on Linux, are cloud-neutral, container-friendly, and generally lighter to operate compared to SQL Server environments.</i></li> <li>• <i>Equivalent Enterprise Capability – PostgreSQL provides full ACID compliance, strong indexing, advanced query planning, and production-grade reliability suitable for standard transactional systems.</i></li> </ul>	Software Stack Support			23.	Compatible with current supported OS, including Windows Server 2022, Linux or Similar	M	24.	Enterprise-grade RDBMS (Microsoft SQL Server 2022)	M	25.	Enterprise Antivirus and endpoint protection	M	26.	Support for scripting, JavaScript, and responsive web design	M	27.	The Supplier must optimize bandwidth allocation, ensuring EIDBMS supports increased dashboard transactions and interactive KPI queries without latency issues.	M	<p>The EIDBMS requires an enterprise-grade RDBMS, while the specifications reference Microsoft SQL Server 2022, this is as an example. RERA is not restricting bidders to this specific product. Bidders may propose any enterprise-grade RDBMS such as PostgreSQL, MySQL, or Oracle Database, provided it meets the functional, performance, security, and scalability requirements of the EIDBMS.</p> <p>An amendment to this requirement has been made through Addendum No. 2 to the bidding document</p>
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	<ul style="list-style-type: none"> <li><i>Avoidance of Vendor Lock-In – SQL Server tightly couples the system to the Microsoft ecosystem. PostgreSQL and MySQL are open standards with broader portability and lower migration risk.</i></li> </ul> <p><i>If there is no strict Microsoft ecosystem dependency, PostgreSQL is the recommended choice, with MySQL as an alternative.</i></p>	
23	<p>Submission Deadline: The deadline for Bid submission is 10th March 2026.</p> <p><i>Responses received against the Consultant queries will have a significant bearing on the bid strategy and proposal development. Hence, we request you to allow at least 5 weeks for submission after receipt of responses to the queries.</i></p>	There is no material justification warranting the extension of the deadline for submission of bids at this time.
24	<p>Reference clause: Evaluation and Qualification Criteria (Clause 3.1)</p> <p>If a Bidder is not a manufacturer but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least two (02) contracts of similar goods in the past since 1st January 2015. If the Bidder is a JV, past performance contracts shall be in the name of the JV.</p> <p><i>We request that the requirement of submission of similar goods in the past be modified to also include sub-contracting agreements. The bidder may not be in a direct JV relationship with the associate consultant (provider of goods/service). The relationship should be modified to include sub-contracting agreements with other consultants.</i></p>	Sub-contracting experiences shall not be accepted, simply because subcontractors have no contractual obligations with the Procurer/employers, but rather with the main contractors.
25	<p>(Section 7 – GCC) Clause 30.1</p> <p>30.1 Except in cases of criminal negligence or willful misconduct, (a) (b) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement</p>	This is not limited to the cited Clause 30.1 of the General Conditions of Contract. Bidders are encouraged to carefully read and appreciate the General Conditions of Contract and their appendant Speciali Conditions of Contract therein, where applicable.

<p><i>We do not agree with the exceptions to the cap on liability. Suggest the addition of a standard clause on liability:</i></p> <p><i>a. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.</i></p> <p><i>b. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement</i></p>	
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