



MUNICIPALITY OF WALVIS BAY

BIDDING DOCUMENT

OPEN NATIONAL BIDDING (GOODS)

BID NO. G/ONB/MWB-113/2025

SUPPLY AND DELIVERY OF TWO (2) SEDAN VEHICLES FOR TRAFFIC PATROL

CLOSING DATE: FRIDAY 6 DECEMBER 2024 @ 11H00

ADMINISTRATIVE ENQUIRIES:

Ms. Elsa Kaanjosa

Tel: +264 64 201 3324

Email: pmunit@walvisbayc.org.na

DOCUMENT COST: N\$ 345.00 (INCL. VAT)

BIDDER'S INFORMATION

NAME OF BIDDER	
POSTAL ADDRESS	
TELEPHONE	
EMAIL ADDRESS	
TOTAL BID PRICE (EXCL. VAT) N\$	

Complete and attach a copy of this page to the front of your bidding envelope for ease of identification at the opening of the bid.

PREAMBLE

It is important that bidders understand the requirements for the provision of certain documentation with this bid, as well as the completion and the signing and initialing of the relevant schedules where indicated.

Any bids found to be incomplete during the opening thereof or during the process of evaluation, may be regarded as non-responsive and may result in such bid not being considered at all.



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SECTION 1: INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section 5 [Schedule of Requirements]. The name and identification number of this procurement through Open National Bidding are **specified in the BDS**. The name, identification, and number of lots are provided in the BDS. The Project name shall be **as indicated in the BDS**.

1.2 Throughout this Bidding Document:

- (a) the term "in writing" means communicated in written form (e.g., by post or e-mail) 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. Source of Funds

2.1 Unless otherwise **stated in the BDS**, this procurement shall be financed by the Public Entity's own budgetary allocation.

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

3.1 The public entities related to these bidding documents are the Public Entity, acting as the 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.). The address of the Review Panel shall be as **indicated in the BDS**.

4. Fraud and Corruption

4.1 It is the policy of the Government of the Republic of Namibia to require Public Entities, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts.¹ In pursuance of this policy, the Government of the Republic of Namibia:

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.



- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²
 - (ii) “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³
 - (iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴
 - (iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁵ and
 - (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 the Purchaser’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under ITB 4.2.
- (b) 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; and
- (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Purchaser 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 Purchaser.
- 4.3 Furthermore, bidders shall be aware of the provision in Sub-Clauses 3.1 and 35.1 (a) of the General Conditions of Contract (GCC).
- 4.4 Bidders, suppliers, and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU): <https://mof.gov.na/PPU>.

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

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

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



5. Eligible Bidders

- 5.1 (a) Subject to ITB 5.4, a Bidder, and all parties constituting the Bidder, must be a Namibian national(s). A Bidder shall be deemed to have the nationality of this 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 suppliers for any part of the Contract including Related Services.
- (b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (i) all parties to the JV shall be jointly and severally liable; and
 - (ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses 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.
- 5.2 A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Bid; or
 - (d) 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 Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one (1) bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, 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 goods and services that are the subject of the bid.
- 5.3 (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 suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) The ineligibility list is available on the eProcurement Portal of the Public Procurement Unit (PPU): <https://egp2.gov.na/forms/SearchSuspendedBidders.jsf>.
- 5.4 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.



- 5.5 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.

- 5.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

6. Eligible Goods and Related Services

- 6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.
- 6.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, industrial plants and “related services” which include services such as insurance, installation, training, and initial maintenance.
- 6.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. CONTENTS OF THE BIDDING DOCUMENT

7. Sections of the Bidding Document

- 7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8:

Part 1 – Bidding Procedures

- Section 1: Instructions to Bidders (ITB)
- Section 2: Bidding Data Sheet (BDS)
- Section 3: Evaluation and Qualification Criteria
- Section 4: Bidding Forms

Part 2 – Supply Requirements

- Section 5: Schedule of Requirements

Part 3 – Bidding Procedures

- Section 6: General Conditions of Contract (GCC)
- Section 7: Special Conditions of Contract (SCC)

- 7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.



7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum if they were not obtained directly from the Purchaser.

7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

8. Clarification of the Bidding Document

8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification within three (3) working days, provided that such request is received no later than the number of days, **specified in the BDS**, prior to the deadline set for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 and 25.2.

9. Amendment of Bidding Document

9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 25.2

C. PREPARATION OF BIDS

10. Cost of Bidding

10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.



12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB 13, 15, and 16;
- (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB 22, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 23.2; as **specified in the BDS**;
- (d) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (h) the following documentary evidence is required:
 - (i) certified copies of a valid company/close corporation registration documents, issued by Business and Intellectual Property Namibia (BIPA);
 - (ii) certified copy of a valid tax good standing certificate, issued by Namibia Revenue Agency (NamRA);
 - (iii) certified copy of a valid social security good standing certificate, issued by the Social Security Commission of Namibia (SSC); and
 - (iv) certified copy of a valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued by the Office of the Employment Equity Commissioner.

13. Bid Submission Form and Price Schedules

13.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section 4 [Bidding Forms]. This form must be completed without any alteration to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 [Bidding Forms].

14. Alternative Bids

14.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

15. Bid Prices and Discounts

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules, shall conform to the requirements specified below.

15.2 All lots and items must be listed and priced separately in the Price Schedules.



- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.
- 15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as **specified in the BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 [Bidding Forms]. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
 - (ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- 15.7 For Related Services whenever such Related Services are specified in the Schedule of Requirements the cost in Namibian Dollars of each item comprising the Related Services; inclusive of custom duties and VAT, payable on the Related Services, if the Contract is awarded to the Bidder.
- 15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account in respect of changes in production cost, unless otherwise **specified in the BDS**. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected, pursuant to ITB 31. However, if **in accordance with the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 15.9 If so, indicated in ITB 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to one hundred (100) percent of the items specified for each lot and to one hundred (100) percent of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB 15.4 provided the bids for all lots are submitted and opened at the same time.

16. Currencies of Bid

- 16.1 The Bidder shall quote in Namibian Dollars (N\$) unless otherwise **specified in the BDS**.



17. Documents Establishing the Eligibility of the Bidder

- 17.1 To establish their eligibility in accordance with ITB 5, Bidders shall complete the Bid Submission Form, included in Section 4 [Bidding Forms].

18. Documents Establishing the Eligibility of the Goods and Related Services

- 18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 6, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section 4 [Bidding Forms].

19. Documents Establishing the Conformity of the Goods and Related Services

- 19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section 5 [Schedule of Requirements].
- 19.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

20. Documents Establishing the Qualifications of the Bidder

- 20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:
- (a) if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 [Bidding Forms], to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Namibia;
 - (b) if **required in the BDS**, the Bidder is equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and



- (c) the Bidder meets each of the qualification criterion specified in Section 3 [Evaluation and Qualification Criteria].

21. Period of Validity of Bids

- 21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 21.3.
- 21.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

22. Bid Security

- 22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form as **specified in the BDS**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 The Bid Security shall be in the amount/percentage **specified in the BDS** and denominated in Namibian dollars, and shall:
- (a) be issued by a commercial bank operating in Namibia.
 - (b) be substantially in accordance with the forms of Bid Security included in Section 4 [Bidding Forms];
 - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB 22.6 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of thirty (30) days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB 21.2;
- 22.4 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 22.1, shall be rejected by the Purchaser as nonresponsive.
- 22.5 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 45.



22.6 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 21.2; 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: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid-Securing Declaration of a Joint Venture (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 Joint Venture Partner Information Form under Section 4 [Bidding Forms].

22.8 If a Bid-Securing Declaration is **required in the BDS**, and

- (a) 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 20.2;
- (b) a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

the bidder may be disqualified by the Review Panel to be awarded a contract by any Public Entity for a period of time.

23. Format and Signing of Bid

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 12 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

24. Submission, Sealing and Marking of Bids

24.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". These envelopes



containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 24.2 and 24.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

24.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 25.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**, and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 28.1.

24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

25. Deadline for Submission of Bids

25.1 Bids must be received by the Purchaser at the address and not later than the date and time **specified in the BDS**.

25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bids

26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

27. Withdrawal, Substitution, and Modification of Bids

27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION", or "MODIFICATION"; and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 25.



- 27.2 Bids requested to be withdrawn in accordance with ITB 27.1 shall be returned unopened to the Bidders.
- 27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

28. Bid Opening

- 28.1 The Purchaser shall conduct the bid opening in the presence of the Bidders' representatives who choose to attend at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 24.1 shall be as **specified in the BDS**.
- 28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.
- 28.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and the effect of the record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted online when electronic bidding is permitted.



E. EVALUATION AND COMPARISON OF BIDS

29. Confidentiality

- 29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 29.3 Notwithstanding ITB 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

30. Clarification of Bids

- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 32.

31. Responsiveness of Bids

- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights, or the Bidder's obligations under the Contract; or
 - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.



32. Nonconformities, Errors, and Omissions

- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 32.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial nonconformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) 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; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33. Preliminary Examination of Bids

- 33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB 12 have been provided, and to determine the completeness of each document submitted.
- 33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB 13.1;
 - (b) Price Schedules, in accordance with ITB 13.2; and
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 22, if applicable.

34. Examination of Terms and Conditions; Technical Evaluation

- 34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions **specified in the GCC, and the SCC** have been accepted by the Bidder without any material deviation or reservation.
- 34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB 19, to confirm that all requirements specified in Section 5 [Schedule of Requirements] have been met without any material deviation or reservation.



34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB 31, it shall reject the Bid.

35. Margin of Preference

35.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

36. Evaluation of Bids

36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation to be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB 15;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.3;
- (c) price adjustment due to discounts offered in accordance with ITB 15.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section 3 [Evaluation and Qualification Criteria];
- (e) adjustments due to the application of a margin of preference, in accordance with ITB 36 if applicable.

36.4 The Purchaser's evaluation of a bid will take into account:

- (a) in the case of Goods offered from within Namibia, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside Namibia, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) transport and other costs for the goods to reach its final destination.
- (d) The Purchaser's evaluation of a bid will not take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3 [Evaluation and Qualification Criteria]. The factors, methodologies, and criteria to be used shall be as specified in ITB 36.3(d).

36.6 If so, **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one



Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section 3 [Evaluation and Qualification Criteria].

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 36.

38. Post-qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 20.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. AWARD OF CONTRACT

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Purchaser's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 5 [Schedule of Requirements], provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.



42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review, the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Within seven (7) days from the issue of the notification of award, the Purchaser shall publish on the website of the Public Procurement Unit (<https://mof.gov.na/PPU>) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

- (a) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
- (b) an executive summary of the Bid Evaluation Report.

42.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.

43. Signing of Contract

43.1 Promptly after issue of the notification of award, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within thirty (30) days of the award, the successful Bidder shall sign, date, and return it to the Purchaser.

43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

44. Performance Security

44.1 Within thirty (30) days of the award, the successful Bidder, if required, shall furnish the Performance Security **in accordance with the GCC**, using for that purpose the Performance Security Form included in Section 8 [Contract Forms], or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB 22.5.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest



evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

45. Debriefing

- 45.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within thirty (30) days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.



SECTION 2: BIDDING DATA SHEET (BDS)

ITB REFERENCE	DESCRIPTION
ITB 1.1 Name of Purchaser	The Purchaser is Municipality of Walvis Bay. The name of the procurement is Supply and Delivery of Two (2) Sedan Vehicles for Traffic Patrol (Bid No. G/ONB/MWB-113/2025), and the procurement has 1 lot.
ITB 3.1 Application for Review	The address to file application for review is: The Review Panel Private Bag 13295 WINDHOEK Namibia
ITB 8.1 Clarifications	For Clarification of bid purposes only, the Purchaser's address is: The Head: Procurement Management Unit Municipality of Walvis Bay Civic Centre, Nangolo Mbumba Drive Private Bag 5017 WALVIS BAY Telephone: +264 64 201 3324 Email: pmunit@walvisbaycc.org.na Requests for clarification should be received by the Employer no later than 10 th of February 2023.
ITB 12.1(c) Authorized Signatory	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. In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties: (a) stating that all parties shall be jointly and severally liable, if so, required in accordance with ITB 5.1; and (b) 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.
ITB 12.1(h) Documents to be Submitted	In addition to the documents listed under ITB 12.1(h), the Bidder must submit the following: (a) brochure indicating the technical specifications for each vehicle; (b) a letter confirming the service plan for each vehicle, and indicating what exactly is covered under such warrantee; and (c) a letter confirming a warrantee of at least 100,000 km or three (3) years for each vehicle and indicating what exactly is covered under such warrantee.



MUNICIPALITY OF WALVIS BAY
SUPPLY AND DELIVERY OF TWO (2) SEDAN VEHICLES
FOR TRAFFIC PATROL

BID NO. G/ONB/MWB-113/2025

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ITB REFERENCE	DESCRIPTION
ITB 14.1 Alternative Bids	Alternative bids shall not be considered.
ITB 15.5 Incoterms	The Incoterms edition is Incoterms 2010.
ITB 15.8 Price Variation	The prices quoted by the Bidder shall not be adjustable.
ITB 15.9 Correspondence between Prices and Quantities	Prices quoted for each lot shall correspond at least to one hundred (100) percent of the items specified for each lot. Prices quoted for each item shall correspond at least to one hundred (100) percent of the quantities specified for this item.
ITB 19.3 Essential Plant and Equipment	The period or expected lifetime before replacement that the goods offered are expected to be functioning and that parts will be available is ten (10) years.
ITB 20.1(a) Manufacturer's Authorization	Manufacturer's authorization is required.
ITB 20.1(b) After Sales Service	After sales service is required, and it is mandatory that such service be carried out by an approved dealership stationed in Walvis Bay, or Swakopmund if no approved dealership is available in Walvis Bay
ITB 21.1 Validity of Bids	The bid validity period is one-hundred-and-twenty (120) calendar days.
ITB 22.1 Bid Security/Bid-Securing Declaration	The Bid Security is not applicable. Bidders shall, however, subscribe to a Bid Securing Declaration by signing the Bid Submission Form provided in Section 4 [Bidding Forms].
ITB 22.3 Bid Security	The Bid Security is not applicable.
ITB 22.8 Bid-Securing Declaration	If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Namibia and/or the Purchaser for a period not exceeding five (5) years, as determined by the Review Panel.
ITB 23.1 Copies of the Bidding Document	The Bidder is only required to submit the completed original bidding document. The Bidder is however encouraged to keep at least one (1) copy of their submitted bidding document in case it is required after the submission of bids.
ITB 24.1 Electronic Bids	Bids submitted electronically will not be accepted.
ITB 24.2(c) Marking of Envelopes	The inner and outer envelopes shall bear the following additional identification marks: BID NO. G/ONB/MWB-113/2025: SUPPLY AND DELIVERY OF (2) SEDAN VEHICLES FOR TRAFFIC PATROL.
ITB 25.1 Submission of Bids	The deadline for the submission of bids is 6 December at 11h00.
ITB 28.1 Opening of Bids	The bid opening shall take place in the Dolphin Conference Room (Room 120), Civic Centre, Nangolo Mbumba Drive, WALVIS BAY at 11h00 on 6 December 2024.



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ITB REFERENCE	DESCRIPTION
ITB 35.1 Margin of Preference	Margin of preference shall not apply.
ITB 36.3 Evaluation of Bids	Bids will be evaluated by lot. An item not listed in the Price Schedule shall be assumed to be not included in the bid. The detailed criteria to be used in evaluating bids is discussed in Section 3 [Evaluation and Qualification Criteria].
ITB 36.6 Bidding for One (1) or More Lots	Bidders shall be allowed to quote separate prices for one or more lots.
ITB 41.1 Varying of Quantities	The maximum percentage by which quantities may be increased or decreased at the discretion of the Municipality (Purchaser) is ten (10) percent.



SECTION 3: EVALUATION AND QUALIFICATION CRITERIA

1. EVALUATION CRITERIA

The evaluation of bids will be based on the criteria and methodologies presented in **Table 1**.

Table 1: Mandatory Requirements

Attribute	Criteria	Mandatory	Yes/No (tick)
Stage 1			
Mandatory Documents and Requirements (To be submitted and complied with as proof that the Bidder is in compliance with the Purchaser's requirements.)	1. A certified copy of a valid founding statement or company registration certificate.	Yes	
	2. A certified copy of a valid good standing certificate issued by the Namibia Revenue Agency (NamRA).	Yes	
	3. A certified copy of a valid good standing certificate issued by the Social Security Commission of Namibia.	Yes	
	4. A certified copy of a valid Affirmative Action Compliance Certificate or waiver issued by the Employment Equity Commissioner.	Yes	
	5. A fully completed and signed JV information form (if bid is submitted by a JV).	Yes	
	6. A fully completed and signed bid submission form.	Yes	
	7. A fully completed and signed Bid Securing Declaration.	Yes	
	8. A fully completed and signed written undertaking in term of Section 138 of the Labour Act, 2007 and Section 50(2)(D) of the Public Procurement Act, 2015.	Yes	
	9. A fully completed price activity schedule.	Yes	
	10. A fully completed and signed manufacturer's authorization.	Yes	
	11. Service plan offered.		
	12. Warrantee of at least 100,000 km or three (3) years for each vehicle.	Yes	
	13. Detailed product brochure for each lot.	Yes	
	14. Proof of after sales service in Walvis Bay or Swakopmund.	Yes	
	15. Proof of workshop facilities within the municipal boundaries of Walvis Bay or Swakopmund.	Yes	
	16. Proof of approved dealership(s).	Yes	
	17. Each page of bidding document to be initialed by the Authorized Representative.	Yes	



Attribute	Criteria	Mandatory	Yes/No (tick)
Stage 2			
Price	If Stage 1 is passed, Stage 2 is entered and the Bidder with the lowest price per lot will be given preference. A detailed breakdown of the price should be given for each item.		

2. POST-QUALIFICATION REQUIREMENTS (ITB 38.2)

After determining the lowest-evaluated technical compliant bid in accordance with ITB Clause 38.1, a post-qualification evaluation of Bidders shall be undertaken in accordance with ITB Clause 38, using only the requirements specified.

Where the Bidder is a trader proposing goods duly authorized by the manufacturer, the Bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods.



SECTION 4: BIDDING FORMS

This section contains the forms listed hereunder, which are to be completed by the Bidder and submitted as part of the bid:

- Joint Venture Partner Information Form
- Bid Submission Form
- Written Undertaking in Terms of Section 138 of the Labour Act
- Bid Securing Declaration
- Example of Manufacturer's Authorization
- Price Schedule



JOINT VENTURE PARTNER INFORMATION FORM

1. Bidder's Legal Name:
2. JV Parties Legal Names:
3. JV's Parties Country of Registration:
4. JV's Parties Years of Registration:
5. JV's Parties Legal Address:
6. JV's Party Authorized Representative (name, address, telephone, email address):



BID SUBMISSION FORM

THE CHIEF EXECUTIVE OFFICER
MUNICIPALITY OF WALVIS BAY
PRIVATE BAG 5017
WALVIS BAY

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods and Related Services included in our bid;
- (c) The discounts offered and the methodology for their application are:
 - (a) Lot 1: _____
 - (b) Lot 2: _____
- (d) Our bid shall be valid for the period of time specified in ITB 21.1, from the date fixed for the bid submission deadline in accordance with ITB 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB 44 and Clause 18 of the GCC for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB 5.2;
- (g) Our firm, its affiliates, or subsidiaries – including any subcontractor or supplier for any part of the contract – have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Namibia or official regulations in accordance with ITB 5.3;
- (h) 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.
- (i) 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.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.



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Name:

_____ *[insert complete name of authorized signatory]*

In the capacity of:

_____ *[indicate legal capacity of person authorized to sign the Bid Securing Declaration]*

Signed:

_____ *[insert signature of person whose name and capacity are shown] insert complete name of Bidder]*

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

_____ *[insert complete name of Bidder]*

Dated on this _____ day of _____ 2024

BIDS WILL BE REJECTED AS NON-RESPONSIVE IF THIS BID SUBMISSION FORM IS NOT FULLY COMPELETED AND SIGNED. SUBSTITUTION OF THIS BID SUBMISSION FORM WILL NOT BE ACCEPTED.



BID SECURING DECLARATION

Section 45 of and Regulations 37(1)(b) and 37(5) of the Public Procurement Act, 2015

THE CHIEF EXECUTIVE OFFICER
MUNICIPALITY OF WALVIS BAY
PRIVATE BAG 5017
WALVIS BAY

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.

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

Name: _____

[insert complete name of authorized signatory]

In the capacity of: _____

[indicate legal capacity of person authorized to sign the Bid Securing Declaration]

Signed: _____

[insert signature of person whose name and capacity are shown] insert complete name of Bidder]

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

[insert complete name of Bidder]

Dated on this _____ day of _____ 2024

BIDS WILL BE REJECTED AS NON-RESPONSIVE IF THIS BID SECURING DECLARATION IS NOT FULLY COMPELETED AND SIGNED. SUBSTITUTION OF THIS BID SECURING DECLARATION WILL NOT BE ACCEPTED.



WRITTEN UNDERTAKING

Section 138 of the Labour Act, 2007 and section 50(2)(d) of the Public Procurement Act, 2015



Republic of Namibia
Ministry of Labour, Industrial Relations, and Employment Creation

1. EMPLOYERS DETAILS

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

2. PROCUREMENT DETAILS

Procurement Reference No.: **G/ONB/MWB-113/2025**

Procurement Description: Supply and Delivery of Two (2) Sedan Vehicles for Traffic Patrol

Anticipated Contract Duration: **Once-off**

Location Where the Goods Will Be Delivered: Mechanical Workshop, John Oven stone Street,
WALVIS BAY

3. UNDERTAKING

I, _____, [name of owner/representative]

of _____ [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 is not limited to, the cancellation of the contract/license/grant/permit or concession.

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 is not limited to, the cancellation of the contract/license/grant/permit or concession.

Signature: _____

Date: _____

Official Company Seal:

Please take note:

- 1. A labor 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 employee's rendering service/s in relations to the goods and services being procured under this contract.*

BIDS WILL BE REJECTED AS NON-RESPONSIVE IF THIS WRITTEN UNDERTAKING IS NOT FULLY COMPLETED AND SIGNED. SUBSTITUTION OF THIS WRITTEN UNDERTAKING WILL NOT BE ACCEPTED.



EXAMPLE OF MANUFACTURER'S AUTHORISATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.

This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid as required.]

Date: *[insert date]*

THE CHIEF EXECUTIVE OFFICER
MUNICIPALITY OF WALVIS BAY
PRIVATE BAG 5017
WALVIS BAY

BID NO. G/ONB/MWB-113/2025: SUPPLY AND DELIVERY OF TWO (2) SEDAN VEHICLES FOR TRAFFIC PATROL
MANUFACTURER'S AUTHORISATION

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature of Authorized Representative of the Manufacturer]*

Name: *[insert complete name of Authorized Representative of the Manufacturer]*

Dated on _____ day of _____ 2024 *[insert date of signing]*



PRICE SCHEDULE

The Bidder must attach a quotation for each lot, giving a detailed breakdown of the priced items, including discounts offered. **All prices should be VAT exclusive.**

Lot	Description	Qty	Unit Price (N\$)	Total (N\$)
1	Sedan Vehicle	2		
			Total for Lot 1	

Make and Model Offered:

Delivery Period (months):

Warranty Offered:

Maintenance Service Plan Offered:

Service Intervals (km):

Name:		Position:	
Signature ***		Date:	
Authorized and on behalf of Company			

****BID INVALID IF NOT SIGNED HERE**



SECTION 5: SCHEDULE OF REQUIREMENTS

1. GENERAL

- 1.1 Preference will be given to Bidders who have approved dealerships stationed in Walvis Bay, or Swakopmund if no approved dealership is available in Walvis Bay. The Bidder must submit a certified copy of a valid Business Fitness/Registration Certificate issued to the approved dealership by the Municipality of Walvis Bay or the Municipality of Swakopmund.
- 1.2 No secondhand vehicles will be considered.
- 1.3 Vehicles shall have odometer readings of less than 100 km when delivered.
- 1.4 The Bidder shall provide proof and/or detailed information of the following:
 - Guarantee
 - Warranty
 - Wheel alignment report at delivery
- 1.5 Vehicles should comply with the regulations promulgated under the Namibian Road Traffic and Transport Act of 1999 (Act 22 of 1999).
- 1.6 The delivery period shall not exceed two (2) months from the date of receiving a letter of award.
- 1.7 Vehicles shall be delivered with FULL tank of fuel.

2. TECHNICAL SPECIFICATIONS

2.1 Lot 1: 2 x Sedan Vehicles

DESCRIPTION	SPECIFICATION
General	
Colour	White
Seating capacity	5 persons
Overall length	4,070 mm - 4,800 mm
Ground clearance	125mm - 140 mm
Engine	
Number of cylinders	4
Engine capacity	2.0 litre or more
Power	131 Kw - 170 kW
Fuel type	Petrol
Transmission	
Type	Automatic
Number of gears	6 - 7
Brakes	
Multi collision braking system	Yes
Steering	
Type	Power steering
Safety and Security	



DESCRIPTION	SPECIFICATION
Alarm & central locking	Yes
Airbags	Driver and passengers
Seatbelts	Driver & passengers
Seatbelt reminder	Yes
Service/Maintenance Plan and Warranty	
Service intervals	1 year / 10,000 km (minimum)
Service plan	3 years / 45,000 km (minimum)
Warranty	3 years / 90,000 km (minimum)
Accessories/Extras	
1 x set of jumper cables (800 amps).	
1 x set of warning triangles.	
10 x orange reflective cones (at least 300 mm)	
12V power socket.	
Air conditioner.	
Dash cameras (front and rear).	
Dry powder type (2 kg) fire extinguisher.	
Electric windows.	
FM radio with Bluetooth.	
Jack and wheel nut wrench.	
Spare wheel.	
Tinted windows (rear and side) to reduce reflection, heat, and radiation from the sun.	
Tool kit with reversible (flat-end and Phillips) screwdriver and 1 pair of pliers.	
Two-way radio (digital)	
Underbody and cavity treatment for protection against corrosion.	
VPS paint protection.	
Special Fittings	
Low profile LED emergency light bar: <ul style="list-style-type: none"> • 18 x 4 LED modules with 8 flash patterns • 72 x 1-watt high power red and blue LED • Red and blue lens • Reverse polarity protection • In-built audio sense • Frequency range: 600-1,750 Hz 	
MVE siren system: <ul style="list-style-type: none"> • Siren audio output, high power – 100 watts (± 3 w) • Siren audio output, low power – 60 watts (± 3 w) • Air horn, wail, yelp, phaser • Whoop and public announcement facility 	
Strobe lights: <ul style="list-style-type: none"> • Front – White, blue and red. • Rear – Blue and red. 	
Registration and Signage	



MUNICIPALITY OF WALVIS BAY
SUPPLY AND DELIVERY OF TWO (2) SEDAN VEHICLES
FOR TRAFFIC PATROL

BID NO. G/ONB/MWB-113/2025

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DESCRIPTION	SPECIFICATION
Must be fully registered with NATIS and fitted with Walvis Bay (WB) registration number plates (acrylic).	<p>The vehicle must be fitted with insignia (traffic vehicle markings) on both doors, bonnet bumpers, and the rear according to the Purchaser's requirements. The insignia must be provided by the Supplier and included in the bid price and must be fitted on the vehicle before it is delivered. VPS protection should be applied to the front of the vehicles (Bumper, head lamps, fog lamps and bonnet). The bidder must contact the following traffic officials to obtain the details and specifications of the insignia:</p> <ul style="list-style-type: none">• Asser Tjikuniva Cell phone: +264 81 122 0821 Email: atjikuniva@walvisbaycc.org.na• Clifton Jacobs Cell phone: +264 81 124 3423 Email: cjacobs@walvisbaycc.org.na

**3. LIST OF GOODS AND DELIVERY SCHEDULE**

Item No.	Description of Item	Unit	Qty	Place Where Goods Shall Be Delivered	Delivery Period After Award Letter	
					Purchaser's Requirement	Bidder's Proposal
Lot 1	Sedan Vehicle	No.	2	Mechanical Workshop, John Oven stone Street, WALVIS BAY	Two (2) months	

4. LIST OF RELATED SERVICES AND COMPLETION SCHEDULE (MANDATORY REQUIREMENT)

Service No.	Description of Service	Unit	Qty	Place Where Services Shall Be Performed	Completion Dates of Services
1	Pre-delivery service and inspection for all lots	No.	1	At the successful Bidder's place	Before delivery



SECTION 6: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

2. Contract Documents

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

3. Fraud and Corruption



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

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

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁷
- (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁸
- (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁹
- (v) "Obstructive practice" is.
- (vi) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public Entity's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (vii) acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under Clause 11.

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

⁶ "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Public Entity's staff and employees of other organizations taking or reviewing procurement decisions.

⁷ "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 "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁹ "Party" refers to a participant in the procurement process or contract execution.



4. Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

4.6 Severability

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



5. Language

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

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall be Namibian nationals only.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Namibia.

10. Settlement of Disputes



- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein:
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any money due the Supplier.

11. Inspections and Audit

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

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified under Section 5 [Schedule of Requirements].

13. Delivery and Documents

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



14. Supplier's Responsibilities

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

15. Contract Price

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

16. Terms of Payment

16.1 The Contract Price shall be paid as **specified in the SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

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

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

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

17. Approval by the Project Manager

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

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



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

18. Performance Security

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

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

18.3 The Performance Security, if required, shall be denominated in Namibian dollars, and shall be in the form of a bank guarantee issued by a local commercial bank, or in the case of the bank guarantee being issued by a foreign bank, the bidder must provide a public entity with a counter-guarantee from a commercial bank from Namibia.

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

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under Clause 20.2.



- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings:
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.



- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation

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

26. Inspections and Tests

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



-
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Namibia as **specified in the SCC**. Subject to Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.



27. Liquidated Damages

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

28. Warranty

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

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

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

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

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

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



29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.



30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably



practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 26, unless an extension of time is agreed upon, pursuant to Sub-Clause 34.1.



35. Termination

35.1 Termination for Default

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

35.2 Termination for Insolvency

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

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:



- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Export Restriction

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



SECTION 7: SPECIAL CONDITIONS OF CONTRACT

GCC SUB-CLAUSE	DESCRIPTION
1.1(h) Name of Purchaser	The Purchaser is Municipality of Walvis Bay.
1.1(m) Name of Purchaser	<p>The Project Site (destination to where the goods shall be delivered) is the Purchaser's mechanical workshop situated in John Oven Stone Street, Walvis Bay. The contact person for delivery is:</p> <p>Mr. Asser Tjikuniva Acting Chief Traffic Telephone: +264 64 212 901 Cellphone: +264 81 122 0821 Email: atjikuniva@walvisbaycc.org.na</p>
4.2(b) Incoterms	The Incoterms edition is Incoterms 2010.
8.1 Notices	<p>Notices shall be addressed to:</p> <p>The Head: Procurement Management Unit Municipality of Walvis Bay Civic Centre, Nangolo Mbumba Drive Private Bag 5017 WALVIS BAY Telephone: +264 64 201 3324 Email: pmunit@walvisbaycc.org.na</p>
10.2 Settlement of Disputes	<p>The dispute shall be referred to the President of the Law Society of Namibia for the appointment of an Arbitrator. The rules of adjudication or arbitration shall be in accordance with the laws of Namibia.</p> <p>The seat of arbitration shall be in Windhoek, Namibia.</p> <p>The decision of the arbitrator shall be final and binding upon the Parties and, to the extent permitted by law, shall not be subject to appeal to any court or tribunal of any kind, provided however, that any Party may take any action in any court of competent jurisdiction to enforce the arbitrator's decision, including its award in respect of the costs of arbitration.</p> <p>The costs of the arbitration shall be borne equally by the Parties unless the Arbitrator decides otherwise.</p>



GCC SUB-CLAUSE	DESCRIPTION
13.1 Delivery and Documents	Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (a) one (1) original and one (1) copies of the Supplier's invoice indicating: (i) the Purchaser's name and address; (ii) the bid/contract number and description; (iii) the Supplier's name and address; (iv) the Supplier's VAT registration number; (v) description of the Goods delivered, or to be delivered; (vi) their quantity; (vii) unit price in Namibian Dollars (N\$); and (viii) the total amount. Invoices must be signed and stamped with the Bidder's official stamp; (b) original vehicle registration certificates; and (c) other documents required by the Purchaser for delivery and/or payment purposes.
15.1 Price Variation	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
16.1 Terms of Payment	The Contract Price of Goods received shall be paid within thirty (30) calendar days of receipt of an invoice supported by an Acceptance Certificate issued by the Purchaser.
16.4 Currency of Payment	All payments to Suppliers shall be paid in Namibia Dollars (N\$).
16.5 Interest for Late Payments	N/A
18.1 Performance Security	N/A
23.2 Packing, marking and Documentation	N/A
24.1 Insurance	The insurance coverage shall be as specified in the Incoterms.
25.1 Transportation	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
26.1 & 26.2 Inspections and Tests	The inspections and tests shall be in accordance with Section 5 [Schedule of Requirements].



GCC SUB-CLAUSE	DESCRIPTION
27.1 Liquidated Damages	N/A
28.3 Warranty	The period of validity of the warranty shall be three (3) years or 100,000 km, whichever comes first.
28.5 & 28.6 Remedying of Defects	The maximum period for repair or replacement shall be seven (7) calendar days. If having been notified, the Supplier fails to remedy the defect(s) within seven (7) working days, the Purchaser shall proceed to take remedial as pursuant to Sub-Clause 28.6.
28.6 Marking of Envelopes	The inner and outer envelopes shall bear the following additional identification marks: <u>BID NO. G/ONB/MWB-113/2025</u> SUPPLY AND DELIVERY OF TWO (2) SEDAN VEHICLES FOR TRAFFIC PATROL.



1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the _____ day of _____, 2024

BETWEEN

(1) **Municipality of Walvis Bay**, having its principal place of business at **Civic Centre, Nangolo Mbumba, Walvis Bay, Namibia** (hereinafter called “the Purchaser”),

and

(2) _____, a company incorporated under the laws of _____ and having its principal place of business at _____

(hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., **Supply and delivery of two (2) sedan vehicles for Traffic patrol** and has accepted a Bid by the Supplier for the supply of those Goods in the sum of N\$ _____ 15% Vat (Excluded)
Words

(Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)



- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g)

_____ (Add any other document if applicable).

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: _____

in the capacity of _____

in the presence of _____

For and on behalf of the Supplier

Signed: _____

in the capacity of _____

in the presence of _____



(Important: This sheet must be completed and be attached on the outside of the sealed envelope)

THE PROCUREMENT MANAGEMENT UNIT
MUNICIPALITY OF WALVIS BAY
PRIVATE BAG 5017
WALVIS BAY

BID NO: G/ONB/MWB-113/2025

**SUPPLY AND DELIVERY OF TWO (2) SEDAN
VEHICLES FOR TRAFFIC PATROL**

DATE ISSUED: FRIDAY, 25 OCTOBER 2024

CLOSING DATE: FRIDAY, 6 DECEMBER 2024

BIDDER: