

MUNICIPALITY OF WALVIS BAY

BIDDING DOCUMENT

OPEN NATIONAL BIDDING (GOODS)

BID NO. G/ONB/MWB-19/2025

SUPPLY AND DELIVERY OF PORTABLE WATER METERS AND FITTINGS

CLOSING DATE: TUESDAY 4 MARCH 2025 @ 11:00

Enquiries:

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Cost of Document: N\$345.00 (VAT excluded)

Bidder's information

NAME OF BIDDER	
POSTAL ADDRESS	
TELEPHONE	
E-MAIL	
Bid price excl. 15%	

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.

For that reason, a bid requirement checklist forms part of this document and bidders must complete this checklist and sign it off where indicated.



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Bid document content

The content of this bid document is set out below.

Please make sure that where required, such pages are fully completed and signed where indicated, and make sure that other compulsory documents are attached to the end of this bid document as indicated

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Section I. 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 VI. 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 these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, fax,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means calendar day; and
 - (d) “public entity” means the “Municipality of Walvis Bay”.
- 2. Source of Funds** Unless otherwise stated in the BDS, this procurement shall be financed by the public entity’s own budgetary allocation.
- 3. Fraud and Corruption**
 - 3.1 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.¹In pursuance of this policy, the Government of the Republic of Namibia:
 - (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 party²;
 - (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

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.

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.



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- (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the 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
 - (bb) acts intended to materially impede the exercise of the public entity’s inspection and audit rights provided for under sub-clause 4.2 below.
 - (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.
- 3.2 In further pursuance of this policy, bidders shall permit the public entity 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 public entity.
- 3.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 3.4 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) : www.mof.gov.na/procurement-policy-unit

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.



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- 4. Eligible Bidders**
- 4.1 (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.
- 4.2 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 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.
- 4.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.



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- (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.

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website: www.mof.gov.na/procurement-policy-unit

- 4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Namibia prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country.
- 4.5 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous;
 - (ii) operate under commercial law, and
 - (iii) are not a dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the public entity, as the public entity shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 Goods to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.
- 5.2 The term "origin" means the country where the goods have 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 Bidding Documents

6. Sections of bidding documents

- 6.1 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 9.
- Section I. Instructions to Bidders (ITB)
 - Section II. Bidding Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidder Information Form
 - Section V. Bid Submission Form
 - Section VI. Specifications and Pricing Schedule



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- Section VII. Manufacturer/Distributors' Authorization
- Section VIII. Specifications Compliance Sheet
- Section IX. General Conditions of Contract (GCC)
- Section X. Special Conditions of Contract (SCC)
- Other compulsory documents

6.2 The public entity is not responsible for the completeness of the Bidding Documents if they were not obtained directly from the public entity.

6.3 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.

7. Clarification of bidding documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the public entity in writing at the public entity's address specified in the BDS. The public entity 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 public entity 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 public entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.

8. Amendment of bidding documents

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

8.2 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 public entity.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the public entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the public entity, 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



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translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
comprising the
Bid**

The Bid shall comprise the following, and if any one or more of these are not completed and included in the bid, it SHALL be considered as non-responsive:

- (a) the Bid Submission Form and the applicable Specifications and Pricing Schedule, in accordance with ITB Clauses 13, 15, and 16;
- (b) the Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; as specified in the BDS;
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 18, that the Goods to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (h) manufacturer/distributor's authorisation for the Bidder to supply and maintain the Goods; and
- (i) the following documentary evidence is required (compulsory):
 - 1. a valid company Registration Certificate with the Ministry of Industrialization, Trade and SME Development;
 - 2. a valid municipal Registration/Fitness Certificate with the local authority from whose area you operate;
 - 3. an original valid good standing Tax Certificate;
 - 4. an original valid good Standing Social Security Certificate;
 - 5. a certified copy of a valid Affirmative Action Compliance Certificate, OR proof from Employment Equity Commissioner that bidder is not a relevant employer, OR an exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
 - 6. a written undertaking under section 138(2) of the Labour Act, 2007

**12. Bid submission
form and price
schedules**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, 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.



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12.2 The Bidder shall submit the Specifications and Price Schedule for Goods and Related Services, according to their origin as appropriate, using the forms furnished in this document. The Bidder must NOT attach its own quotations to this document and must only complete the Specifications and Pricing Schedule for the prices offered. **Deviation of this may lead to disqualification of the Bid as non-responsive and non-compliant.**

13. Alternative Bids Alternative bids shall not be considered.

14. Bid prices and discounts

14.1 The prices quoted by the Bidder in the Bid Submission Form and in the Specifications and Pricing Schedules, shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Specifications and Pricing Schedule.

14.3 The prices to be quoted shall be for each lot and a total price.

14.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.

14.5 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.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, 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 public entity'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. 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) the price of the goods shall include delivery and offloading costs;
- (iii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
- (iv) the total price for the item.

14.7 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 Clause 31. However, if in accordance



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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.

- 14.8 If so indicated in ITB Sub-Clause 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 100 % of the items specified for each lot and to 100% 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 Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.

- | | |
|---|--|
| 15. Currencies of Bid | The Bidder shall quote in Namibian dollars as specified in the BDS. |
| 16. Documents establishing the eligibility of the Bidder | To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms |
| 17. Documents establishing the eligibility of the Goods | To establish the eligibility of the Goods in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| 18. Documents establishing conformity of the Goods | <p>18.1 To establish the conformity of the Goods 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 V, Schedule of Requirements.</p> <p>18.2 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, demonstrating substantial responsiveness of the Goods to the technical specification.</p> <p>18.3 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 public entity.</p> <p>18.4 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 public entity's satisfaction,</p> |



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that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**19. Documents
establishing the
qualification of
the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the public entity'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 IV, 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 III, Evaluation and Qualification Criteria.

**20. Period of
validity of Bids**

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the public entity. A bid valid for a shorter period shall be rejected by the public entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the public entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.
- 20.3 If the award is delayed by a period exceeding ninety (90) 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.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration in the Bid Submission Form as specified in the BDS.
- 21.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.



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- 21.3 Any bid not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, in accordance with ITB 22.1, shall be rejected by the public entity as non-responsive.
- 21.4 The Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 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.
- 21.5 The 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 Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.
- 21.6 The bidder may be disqualified by the Review Panel to be awarded a contract by any Public Entity for a period of time.
- 22. Submission, sealing and marking of Bids**
- 22.1 The original of the bid shall be written in indelible black ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.2 No interlineación, e rasure, or overwriting shall be allowed.
- 22.3 Bidders may submit bids by mail or by hand by depositing it in the bid box placed in the Foyer of the Civic Centre, Walvis Bay, for this purpose.
- 22.4 Bids shall not be submitted electronically.
- 22.5 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the public entity in accordance with ITB Sub-Clause 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 Sub-Clause 28.1.
- 23. Deadline for submission of Bids**
- 23.1 Bids must be received by the public entity at the address and not later than the date and time specified in the BDS, namely **11:00 on Tuesday 4 March 2025**.



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

24. Late Bids

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

25. Withdrawal of Bids

25.1 A Bidder may withdraw its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 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 Clauses 23 and 24 and in addition, the envelope shall be clearly marked “WITHDRAWAL” and
- (b) received by the public entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.

25.1 No bid may be withdrawn 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.

26. Bid Opening

26.1 The public entity 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.

26.2 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. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 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 Securing Declaration; and whether the bid document is signed or not.

26.4 The public entity 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; the Bid Price, per lot if applicable, including any discounts; and the presence or absence of a Bid Securing Declaration.



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A copy of the record shall be distributed, upon request, to Bidders who submitted bids in time and requested such record.

27. Confidentiality

- 27.1 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.
- 27.2 Any effort by a Bidder to influence the 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.
- 27.3 In the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

28. Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the public entity 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 public entity shall not be considered. The public entity'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 public entity in the Evaluation of the bids, in accordance with ITB Clause 32.

29. Responsiveness of Bids

- 29.1 The public entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 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 specified in the Contract; or
 - (b) limits in a substantial way, inconsistent with the Bidding Documents, the public entity'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.
- 29.1 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the public entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, errors, and

- 30.1 Provided that a Bid is substantially responsive, the public entity may



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| omissions | waive any non-conformities or omissions in the Bid that do not constitute a material deviation. |
| 30.2 | Provided that a bid is substantially responsive, the public entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| 30.3 | Provided that the Bid is substantially responsive, the public entity shall correct arithmetical errors on the following basis: <ul style="list-style-type: none">(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 public entity 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 |
| 30.4 | 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. |
| 31. Preliminary examination of Bids | <p>31.1 The public entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.</p> <p>31.2 The public entity 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.</p> <ul style="list-style-type: none">(a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;(b) Price Schedules, in accordance with ITB Sub-Clause 13.2;(c) Bid Securing Declaration, in accordance with ITB Clause 22, if applicable(d) Compulsory documents stated in 11.1(h) above. |
| 32. Examination of terms and conditions; technical evaluation | <p>32.1 The public entity 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.</p> <p>32.2 The public entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or</p> |



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reservation.

- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the public entity determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.

33. Margin of Preference

Margin of preference shall not be a factor in bid evaluation. .

34. Evaluation of Bids

- 34.1 The public entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 34.2 To evaluate a Bid, the public entity shall use only the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 34.3 To evaluate a Bid, the public entity 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 clause 15;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.
- 34.4 (a) The public entity's evaluation of a bid will take into account:
- (i) 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;
 - (ii) 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
 - (iii) transport and other costs for the goods to reach its final destination.
- (b) The public entity'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.
- 34.5 The public entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the



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characteristics and terms and conditions of purchase of the Goods. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

34.6 Bidders are allowed to quote separate prices for one or more lots, and the Public Entity reserves the right and shall be allowed to award one or multiple lots to one or more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

35. Comparison of Bids

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

36. Post-qualification of the Bidder

36.1 The public entity 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.

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

36.3 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 public entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

37. Public Entity's right to accept any Bid, and to reject any or all Bids

The public entity 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.

38. Award Criteria

The public entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid complying with the specification requirements and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Public Entity's right to vary

At the time the Contract is awarded, the public entity reserves the right to increase or decrease the quantity of Goods originally specified in Section V,



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quantities at time of award	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 Documents.
40. Notification of Award	<p>40.1 Prior to the expiration of the period of bid validity, the public entity shall, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review, the public entity 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 days from the issue of Letter of Acceptance, the public entity its website, the results of the Bidding Process identifying the bid and lot numbers and the following information:</p> <ul style="list-style-type: none">(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and(ii) an executive summary of the Bid Evaluation Report <p>40.2 Until and unless a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.</p>
41. Signing of Contract	<p>41.1 Promptly after issue of letter of acceptance, the public entity shall send the successful Bidder the Agreement and the Special Conditions of Contract, if part of the bid requirements.</p> <p>41.2 Within fourteen (14) days of the award, the successful Bidder shall sign, date, and return it to the public entity r.</p>
42. Debriefing	The public entity shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.



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Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Public Entity (Purchaser) is: Municipality of Walvis Bay
ITB 1.1	The name and identification number of the Procurement are Supply and Delivery of Potable Water Meters and Fittings . The Invitation for Bids has been issued through an Open National Bidding procedure.
ITB 2.1	The Funding Agency is Municipality of Walvis Bay.
ITB 3.1	The address to file application for review is: Procurement Management Unit Municipality of Walvis Bay Private Bag 5017 Walvis Bay
ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurment-policy-unit A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr
	B. Contents of Bidding Documents
ITB 8.1	For <u>Clarification of bid purposes</u> only, the contact number is: Ms. Elsa Kaanjosa Telephone: 064 201 3324 E-mail: ekaanjosa@walvisbaycc.org.na
ITB 8.1	Request for Clarification should reach the Purchaser not later than 14 days , prior to the closing date for submission of bids.
	C. Preparation of Bids
ITB 12.1 (c)	(c)In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.



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ITB 14.1	No alternative Bids shall be considered.
ITB 15.5	The Incoterms edition is: Incoterms 2010.
ITB 15.7	The prices quoted by the Bidder: Shall not be adjustable.
ITB 15.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.
ITB 16.1	Bidders shall quote only in Namibian dollars.
ITB 19.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Minimum three (3) years.
ITB 20.1 (a)	Manufacturer's authorization is required.
ITB 21.1	The bid validity period shall be 120 days .
ITB 22.8	A bid securing declaration is required and 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 for a period of time (not exceeding 5 years) to be determined by the Review Panel.
ITB 23.1	In addition to the original of the bid, the number of copies is: One
D. Submission and Opening of Bids	
ITB 24.1	Bidders shall not have the option of submitting their bids electronically.
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: BID NO: G/ONB/MWB-19/2025
ITB 25.1	For bid submission purposes, the following shall apply: Bids must be deposited in the Bid Box located in the foyer of the Civic Centre, Nangolo Mbumba Drive, Walvis Bay, not later than 4 March 2025 @ 11:00 Bids by post, courier service or hand delivered must reach the Procurement Management Unit, Room 124, Civic Centre, Nangolo Mbumba Drive, Walvis Bay, not later than 10:00 by the date above. Late bids will be rejected. Bids received by e-mail will not be considered.
ITB 28.1	Bids will be opened by the Municipality of Walvis Bay immediately after the closing time referred to in instruction 25.1 above. A record of the Bids Opening stating the name of the bidders, the amounts quoted, the presence or absence of a Bid Securing Declaration, the presence or absence of the documents referred to in 11(h) above, would be available to any bidder on request within five working days from the Opening.
ITB 28.1	Not applicable.



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	E. Evaluation and Comparison of Bids
ITB 35.1	N/A
ITB 36.3(a)	Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.
ITB 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none">(a) deviation in Delivery schedule: YES Subject to Section 27 of the SCC(b) deviation in payment schedule: NO(c) the cost of major replacement components, mandatory spare parts, and service: NO.(d) the availability in Namibia of spare parts and after-sales services for the equipment offered in the bid: NO(e) the projected operating and maintenance costs during the life of the equipment: NO(f) the performance and productivity of the equipment offered; NO
ITB 36.6	Bidders shall be allowed to quote separate prices for one or more lots.
	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased or decreased is dependent on price.



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Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Public Entity may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

The method to be followed in the evaluation of the bid will be: **Least Cost Selection (LCS)**.

Stage 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 authorisation.	Yes	
	11. Detailed product brochure for each lot.	Yes	
	12. Each page of bidding document to be initialed by the Authorised Signatory.	Yes	



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Stage 2

The Bid Evaluation Committee will evaluate the responsive bids received according to the following basic criteria:

1. Price per Lot per Year
2. Technical and specification compliance
3. Availability of the products
4. Delivery time
5. The following documentary proof to be submitted with the bid document. Failure to submit proof shall be considered as submitting a non-responsive bid.

The bidder must indicate for easy reference, the page numbers in order to easily locate and assess the information.

ITEM	DOCUMENTATION <i>FOR PROOF RESPONISVENESS, PROVIDE REFERENCE PAGE NUMBER</i>	Mandatory	Yes/No (tick)
1	Proof of certification of Type Approval by the Namibian Standard Institution (NSI) – Metrology.	Yes	
2	A certified copy of the SANS certificates must be submitted for all the meters.	Yes	
3	A certified copy of the ISO 4064 – 1:2014	Yes	
4	Specification of all products must be submitted with the bid document.	Yes	
4	Bidders must provide a brief overview of their company with emphasis on their track record in the supply of potable water meters. Bidders must have proven record or direct affiliation to a meter manufacturer.	Yes	

Stage 3

Stage 3			
Price	If Stage 2 is passed, Stage 3 is entered and the Bidder with the lowest price will be given preference and recommended for award. A detailed breakdown of the price should be given for the item.		

1. Evaluation Criteria (ITB 36.3 (d))

The Public Entity's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.



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- (a) Delivery schedule (as per Incoterms specified in the BDS)

The Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section V, Delivery Schedule.

- (b) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

- (c) Cost of major replacement components, mandatory spare parts, and service.

The bidder shall submit a list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 19.3. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.

- (d) Availability in Namibia of spare parts and after sales services for goods offered in the bid.

- (e) Performance and productivity of the equipment.

An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price for evaluation purposes if specified in the BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 36.3(d).

2. Multiple Contracts (ITB 36.6)

The Public Entity may award multiple contracts to the Bidder/s who offered the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Public Entity shall:

- (a) evaluate only bids that comply with all the compulsory documentation requirements of the bid;
- (b) evaluate only bids that comply with the specification requirements of the goods; and
- (c) take into account the lowest-evaluated bid for each lot.



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Section IV. Bidder Information Form

1. Bidder's Legal Name:

2. Bidder's Authorized Representative

Name:

Address:

Telephone/Cell numbers:

Email Address:.....

Section V. Bid Submission Form

If your Bid is not authorised, it will be rejected.

Bid addressed to:	Procurement Management Unit, Municipality of Walvis Bay
Procurement Reference Number:	G/ONB/MWB-19/2025
Subject matter of Procurement:	SUPPLY AND DELIVERY OF POTABLE WATER METERS AND FITTINGS

- (a) We offer to supply the goods listed in the attached Price Schedule as per the defined specifications, in accordance with the terms and conditions stated in this Bid Document.
- (b) We confirm that we are eligible to participate in this Bid exercise and meet the eligibility criteria specified in Section I: Instruction to Bidders.
- (c) We undertake to abide by ethical conduct during the procurement process and the execution of any resulting contract.
- (d) We acknowledge that the validity period of the Bid is 90 days from the date of the bid submission deadline.
- (e) We confirm that 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 Sub-Clause 5.3.
- (f) We confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.



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- (g) 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.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) We confirm that the amounts quoted in the Price Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the quotation validity.

Name of Bidder (Company name): _____

Contact Person:

Company's Address: _____

Company's telephone and email: _____

Name and Position of Person Authorising the Bid: _____

SIGNATURE OF AUTHORISED PERSON

____/____/_____
DATE

Attach proof of Power of Attorney (authorisation) to sign documents at the end of the bid document.



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Section VI. Specifications and Price Schedule

All prices must be inclusive of VAT, supply and delivery.

Lot 1 – Domestic Potable Water Meters

ITEM	SIZE	DESCRIPTION	UNIT	EST. QUANTITY – Per Year	PRICE PER METER (Inclusive of VAT, Supply & Delivery) – YEAR 1	PRICE PER METER (Inclusive of VAT, Supply & Delivery) – YEAR 2	PRICE PER METER (Inclusive of VAT, Supply & Delivery) – YEAR 3
SEMI-POSITIVE ROTARY PISTON TYPE VOLUMETRIC WATER METERS IN METER BOXES							
1	20MM	Plastic lockable meter box housing a semi-positive grooved piston type Plastic meter with an integral N.R.V, 16 Bar and 50°C max.	Item	1500			
2	20MM	Zenner MNK Multi jet optima brass [blue] with tail piece set complete.	item	1200			
SEMI-POSITIVE ROTARY PISTON TYPE VOLUMETRIC WATER METERS WITHOUT METER BOXES							
3	20MM	Semi-positive grooved piston type Plastic meter with an integral N.R.V, 16 Bar and 50°C max.with meter box	Item	1000			
4	20MM	Semi-positive grooved piston type Brass meter with an integral N.R.V, 16 Bar and 50°C max. No boxes	Item	200			



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Lot 1 – Domestic Potable Water Meters							
ITEM	SIZE	DESCRIPTION	UNIT	EST. QUANTITY – Per Year	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 1	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 2	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 3
SEMI-POSITIVE ROTARY PISTON TYPE VOLUMETRIC WATER METERS WITHOUT METER BOXES							
5	200MM	Semi-positive grooved piston type Plastic meter with an integral N.R.V, 16 Bar and 50°C max. with box	Item	200			
6	20MM	Semi-positive grooved piston type Brass meter with an integral N.R.V, 16 Bar and 50°C max. WITH BOX	Item	100			
SUB-TOTAL							
DELIVERY PERIOD (WEEKS)							



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Lot 2 – Bulk Potable Water Meters							
ITEM	SIZE	DESCRIPTION	UNIT	EST. QUANTITY – Per Year	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 1	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 2	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 3
MECHANICAL BULK POTABLE WATER METERS – WOLTMANN TYPE							
1	40MM	Zenner MNK Multi jet optima [blue] with tail piece set complete.	Item	30			
2	80MM	Woltmann helical vane inferential velocity type with pulse facility. Table D/16 CI casing, epoxy powder coated.	Item	10			
3	150MM	Woltmann helical vane inferential velocity type with pulse facility. Table D/16 CI casing, epoxy powder coated.	Item	6			
4	200MM	Woltmann helical vane inferential velocity type with pulse facility. Table D/16 CI casing, epoxy powder coated.	Item	6			
SUB-TOTAL							
DELIVERY PERIOD (WEEKS)							



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Lot 3 – Fittings							
ITEM	SIZE	DESCRIPTION	UNIT	EST. QUANTITY – Per Year	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 1	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 2	PRICE PER METER (Exclusive of VAT, Supply & Delivery) – YEAR 3
TAIL PIECES							
1	20MM	Plastic Tail Piece set with rubber washer	Item	1500			
2	20MM	Brass Tail Piece set with rubber washer	Item	500			
3	40MM	Brass Tail Piece set with rubber washer	Item	100			
SUB-TOTAL							
DELIVERY PERIOD (WEEKS)							



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SUMMARY OF LOTS

LOT	DESCRIPTION	TOTAL AMOUNT (N\$) - YEAR 1	TOTAL AMOUNT (N\$) - YEAR 2	TOTAL AMOUNT (N\$) - YEAR 3
1	DOMESTIC POTABLE WATER METERS			
	VAT (15%)			
	Total for Lot 1			
2	BULK POTABLE WATER METERS			
	VAT (15%)			
	Total for Lot 2			
3	FITTINGS			
	VAT (15%)			
	Total for Lot 3			
TOTAL PRICE FOR LOTS 1 – 3 (Inclusive of VAT)				

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



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Section VII. Manufacturer/Distributor's Authorization

- 1. The Bidder shall require the Manufacturer/Distributor to fill in this Form in accordance with the instructions indicated, or a similar letter of authorization.*
- 2. This letter of authorization should be on the letterhead of the Manufacturer/Distributor and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer/Distributor.*
- 3. This authorization MUST be an authentic document and not a document downloaded from the web.*
- 4. The Bidder shall include this authorization in this bid as the last page.*

Procurement Ref. No.: BID NO: G/ONB/MWB-19/2025

To: Municipality of Walvis Bay

WHEREAS

We *[insert complete name of Manufacturer/Distributor]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer/Distributor'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(s) of authorized representative(s) of the Manufacturer/Distributor]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer/Distributor]*

Title: *[insert title]*

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



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SECTION IX: SPECIFICATIONS AND COMPLIANCE SHEET

Lot 1

Item 1. The meter is 114mm or 165mm long of semi-positive rotary piston type volumetric potable water meters in Meter Boxes (meter sizes, 20mm).

- i. Standard counter registration in Cubic Meter (m³) and liters. **The meter must have a blended UV stabilized plastic body.**
- ii. The performance figures must meet the following.
 - Certificate of Type approval by Namibian Standard Institution (NSI) – Metrology.
 - Approved by SANS 1529 – 1:2006.
 - ISO 4064 – 1:2014.
 - SABS 1529-1 Class C
- iii. The meter **must NOT** have a pulse output.
- iv. The meter shall have tailpieces screwed BS pipe thread (male).
 - v. Meters must be approved for both vertical and horizontal installations.
- vi. Meter specification

Meter Specification	Nominal size	
	15mm	20mm
Maximum flowrate $q_s \pm 2\%$ (m ³ /h)	3	5
Permanent flowrate $q_s \pm 2\%$ (m ³ /h)	1.5	2.5
Transitional flowrate $q_s \pm 2\%$ (l/h)	22.5	37.5
Minimum flowrate $q_s \pm 2\%$ (l/h)	15	25
Starting flow (approximate) (l/h)	5	9.5
Maximum working pressure (kPa)	1600	1600

- vii. Plastic lockable meter box housing a semi-positive grooved piston type plastic meter with a integral N.R.V., 16 Bar and 50 °C.
- viii. The meter box must have a 3-way lockable trickle flow ball valve, on the inlet inside, with a 20mm male or female threaded in/outlet for both 15mm and 20mm water meters.
- ix. Meter boxes must be a standard type to house size 15mm or 20mm water meters, and a Stop valve.
- x. Meter boxes must be manufactured on non-metallic products made from tough, high quality, UV resistant engineering plastic.
- xi. Meter boxes must have locking mechanism, with special key to open the lid and base plate



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Item 2. Semi-positive Rotary Piston Type Volumetric Potable Water Meters without Boxes (15 mm and 20 mm).

- i. Standard counter registration in Cubic Meter (m^3) and litres. The meter must have a **Brass leak-proof body**.
- ii. The performance figures must meet the following;
 - Certificate of Type approval by Namibian Standard Institution (NSI) – Metrology.
 - Approved by SANS 1529 – 1:2006.
 - ISO 4064 – 1:2014.
 - SABS 1529-1 Class C
- iii. The meter **must NOT** have a pulse output.
- iv. The meter shall have tailpieces screwed BS pipe thread (male).
- v. Meters must be approved for both vertical and horizontal installations.
- vi. Meter specification

Meter Specification	Nominal size	
	20MM	
Maximum flowrate $q_s \pm 2\%$ (m^3/h)	5	
Permanent flowrate $q_s \pm 2\%$ (m^3/h)	2.5	
Transitional flowrate $q_s \pm 2\%$ (l/h)	37.5	
Minimum flowrate $q_s \pm 2\%$ (l/h)	25	
Starting flow (approximate) (l/h)	9.5	
Maximum working pressure (kPa)	1600	



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Lot 2

Item 3. Mechanical Bulk Potable Water Meters – Woltmann Type

- i. Water meters used in this application in nominal bore sizes 40mm, 80mm, 150mm and 200mm must comply with SANS 1529 – 1:2006 and with certificate of Type approval by Namibian Standards Institution (NSI) – Metrology.
- ii. All meter sizes 40mm, 80mm, 150mm and 200mm must be tested and provide certificate.

Performance specifications

Meter size (mm)	40	80	150	200
Overload flow rate (m ³ /h)	90	200	600	1000
Permanent Flow Rate (m ³ /h)	50	120	450	700
Transitional Flow Rate (m ³ /h)	1	2	4	6
Minimum Horizontal Flow Rate (m ³ /h)	0.35	0.5	1.8	4
Minimum Vertical Flow Rate (m ³ /h)	0.45	1.2	4.5	7.5
Starting Flow Rate (approx.) (m ³ /h)	0.15	0.22	0.90	1.2
Headloss @Minimum Flow (kPa)	84	27	33	32
Maximum Registration (millions of m ³)	1	1	10	10
Maximum Water Temperature (°C)	50	50	50	50
Maximum Working Pressure (kPa)	1600	1600	1600	1600

- iii. In addition, the meters offered must comply with the following;
 - Epoxy coated cast iron body.
 - Counter to be encased in a Copper can with mineral glass lens sealed proper to prevent condensation from forming under the lens, thus providing clear reading in any condition.
 - Scratch resistant mineral glass counter window able to withstand the impact of a 25mm steel ball dropped onto the centre from a height of one meter.
 - Counter unit must be pre-equipped for the fitment of an optional inductive Bi-Directional pulse generator suitable for generating pulses for logging.
 - Meter must have the following features to facilitate convenience of on-site replacement;
 - a) Fully shrouded, pre-calibrated replaceable mechanism.
 - b) Helical vane fitted in a shrouded cartridge designed to direct the entire volume of water through the measuring element ensuring body impact in negligible on the accuracy.



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- Must be suitable for Vertical, Horizontal or Inclined installation.
- Meters size between 40mm to 150mm must be capable of measuring reverse flows with the same Class B accuracy envelope as per SANS 1529 – 1:2006 for forward flow.
- Meter must be provided with a pressure tapping (1/4 BSP), into which a pressure gauge or pressure transducer can be fitted to measure the downstream pressure of the water.
- Meter should be suitable for use with water temperature up to 50 °C and maximum working pressure of 1600 kPa.
- The meter must perform within the legal accuracy specification, with a length of pipe, the same diameter as the meter, three diameter long, free from fitting and valves, fitted at the inlet to the meter body and one diameter long fitted to the outlet of the meter body.
- Each meter must be backed with a minimum two-year warranty against faulty workmanship and/or materials.

Spare parts for all water meters offered must be available locally or in South Africa, and still available for a period of ten years after the purchase of the water meter.

Lot 3

- i. Tailpieces used in this application (Plastic and Brass) to suit domestic water meters connections sizes 20mm.
- ii. All tailpieces to be manufactured and supplied by water meter manufacture.
- iii. The tailpieces shall be screwed BS pipe thread (male).



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[Bidders must complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” by inserting a “yes” or a “no” and give details of any non-compliance/deviation to the specification required.]

Lot/Item No	Technical Specification Required	Compliance of Specification Offered (Yes / No)	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
Lot 1 – Item 1			
Lot 1 – Item 2			
Lot 2			
Lot 3			

Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]

Specifications and Compliance Sheet Authorised By:

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



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Section X. 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 of 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

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or



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Corruption

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 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 obligation⁷;
- (iii) "collusive practice" is an arrangement between two or more parties⁸ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (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 party⁹;
- (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 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
 - (bb) acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Public Entity].

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.



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- 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 GCC Sub-Clause 4.5(b) below, 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



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Supplier.

- 6. Joint Venture, Consortium or Association** If the Supplier is a joint venture, consortium, or association, all of 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** 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** The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Entity and/or persons appointed by the Public Entity 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



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appointed by the Public Entity if requested by the Public Entity. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], 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 constitute a prohibited practice subject to contract termination.

- | | |
|--|---|
| 12. Scope of Supply | The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 13. Delivery and Documents | Subject to GCC 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 | The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15. Contract Price | 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 | <p>16.1 The Contract Price shall be paid as specified in the SCC.</p> <p>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 GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 Bidders will be paid in fixed Namibian dollars or Namibian dollars adjusted to the fluctuation in the rate exchange at the time of delivery, as specified in the SCC.</p> <p>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 arbitrage award.</p> |
| 17. Taxes and Duties | <p>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.</p> <p>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.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to</p> |



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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

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 GCC Clause 20.20.2. 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 GCC 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



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- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC 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 GCC 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 GCC 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 GCC 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**
- 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



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manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC**.

25. Transportation 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 GCC 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 GCC 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 specifications 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 GCC 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



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representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

- 27. Liquidated Damages** Except as provided under GCC 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 GCC 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 GCC 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 GCC 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



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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 GCC 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**

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**

Unless otherwise specified in the Contract, if after the date of 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



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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 GCC 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 GCC 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.



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- 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 GCC 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 GCC 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 GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC 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 of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 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 GCC 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 GCC 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.
- 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.



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- (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 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 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.



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Section XI. Special Conditions of Contract

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

GCC 1.1(h)	The Purchaser is: Municipality of Walvis Bay
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: at the Municipality of Walvis Bay, Municipal Store in Rikumbi Kandanga Road, Walvis Bay.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms, they shall be as prescribed by:
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For notices, the Purchaser's address shall be: Attention: Procurement Management Unit Street: Nangolo Mbumba Drive Civic Centre Private Bag 5017 Walvis Bay Floor/ Room number: Room 127 Telephone: 064 201 3324
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between the Public Entity and Supplier who is a national of Namibia, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Namibia.
GCC 13.1	Details of shipping and other documents to be furnished by Suppliers are: Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: <ul style="list-style-type: none">(i) original Supplier's invoice, showing Public Entity, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;(ii) two copies of the packing list identifying contents of each package;(iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;(iv) one original of the Supplier's Certificate of Origin covering all items supplied;(v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency.



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GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p> <p>If prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used.</p> <p>Acceptance of the price increases are subject to the approval of the Accounting Officer or Municipality Procurement structures after satisfying themselves that the increases are in line with the appropriate adjustments.</p>
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>On Acceptance: The Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p>
GCC 16.4 (b)	<p>Suppliers shall be paid in Namibian dollars only. The prices shall not be adjustable to fluctuation in the rate of exchange.</p>
GCC 16.5	<p>Interest shall be payable immediately after the due date for payment.</p> <p>The interest rate shall be the legal rate.</p>
GCC 18.3	<p>If required, the Performance Security shall be denominated Namibian Dollars</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place as indicated in sub clause GCC 18.4]</p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
GCC 26.1	<p>Not applicable</p>
GCC 26.2	<p>Samples of 15mm and 20mm water meters in a meter box complete as stated in the Specifications must be provided at bid stage. Failure to submit samples shall be considered as submitting a non-responsive bid. At award, samples will be returned. It is however the bidder's responsibility to arrange for the collection of the samples.</p> <p>Sample must be delivered not later than 11:00 a.m. on Tuesday 4 March 2025 at Procurement Management Unit – Room 124, Civic Centre, Walvis Bay.</p>
GCC 27.1	<p>The liquidated damages shall be 1 % of the contract price per week</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10 % of the contract price</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: Minimum 2 Years Warranty.</p>
GCC 28.5	<p>The period for repair or replacement shall be: Maximum 30 days.</p>



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BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Bid No.: G/ONB/MWB-19/2025

To: Municipality of Walvis Bay, Civic Centre, Nangolo Mbumba Drive, 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 to do so by the bidding document.

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

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

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

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

[insert complete name of Bidder]

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

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

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

**delete if not applicable*



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Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tel No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

.....

Full name of Owner //Accounting Officer:.....

Email Address of Owner // Accounting Officer

2. PROCUREMENT DETAILS

Procurement Reference No.: *G/ONB/MWB-19/2025*

Procurement Description: *Supply and delivery of portable water meters and fittings*

Contract Duration: *24 months*

Location where goods will be delivered : Municipality of Walvis Bay – Main Stores



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3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Please take note:

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



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OTHER COMPULSORY DOCUMENTS

Attach the following compulsory documents to this page.

Note: ALL the documents must be valid and must be attached, failing in which your bid will not be considered further.

Company / Closed Corporation founding statement and certificate of incorporation (Ministry of Industrialization, Trade and SME Development)
Receiver of Revenue Good Standing Tax Certificate
Social Security Good Standing Certificate
Affirmative Action Compliance Certificate or Waiver (Office of the Employment Equity Commission)
Municipal Registration or Fitness Certificate (issued by the local authority in which jurisdiction the bidder has its registered address and from where it normally operates)
Power of Attorney to sign documents
Manufacturer/Distributor's Authorization
Samples



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(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-19/2025

SUPPLY AND DELIVERY OF PORTABLE
WATER METERS AND FITTINGS

DATE ISSUED: MONDAY, 20 JANUARY 2025
CLOSING DATE: TUESDAY, 4 MARCH 2025

BIDDER: