



MUNICIPALITY OF WALVIS BAY

OPEN NATIONAL BIDDING

NCS/ONB/MWB-02/2025

PROVISION OF AUCTIONEERING SERVICES FOR A PERIOD OF FIVE (5) YEARS

ISSUED: 07 JULY 2025

CLOSING DATE: 15 AUGUST 2025 at 11:00

ADMINISTRATIVE ENQUIRIES	TECHNICAL ENQUIRIES
Mr. Otto Haraseb Tel: (064) 201 3281 E-mail: procurement@walvisbaycc.org.na	Ms. Elsa Kaanjosa Tel: (064) 201 3324 E-mail: pmunit@walvisbaycc.org.na

COST OF BID DOCUMENT: N\$ 300.00 (Payable at the Head Office Cashier only or EFT)

BIDDER'S INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS	
E-MAIL ADDRESS	
TELEPHONE	
TOTAL BID PRICE (VAT EXCLUSIVE)	
TOTAL BID PRICE (VAT INCLUSIVE)	

Complete this page with all the requested details and attach a copy of it to the outer side of the envelope in which your bid is submitted.



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 process of evaluation, may be regarded as non-responsive and may result in such bid not being considered at all.



Bid document content.

Please make sure that the pages are fully completed and signed where indicated, and documents attached as indicated.

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SECTION I – INSTRUCTIONS TO BIDDERS (ITB)



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A. GENERAL

- 1. Scope of Bid**
- 1.1 The Public Entity referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services during the period **provided in the BDS and the SCC Clause 2.3**.
- 1.3 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day unless otherwise stated.
- 2. Public Entities Related to Bidding Documents and to Application for Review**
- 2.1 The public entities related to these bidding documents are the Public Entity, acting as procuring entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Procurement Committee in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)
- Application for Review shall be addressed to:
- The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295, Windhoek**
- 2.2 The Funding Agency is: Municipality of Walvis Bay – Own Funds
- 3. Corrupt or Fraudulent Practices**
- 3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 3.2 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:



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- (i) “*corrupt practice*”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “*fraudulent practice*”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “*collusive practice*”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “*coercive practice*”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “*obstructive practice*” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

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

3.4 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.

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

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.



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

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

(b) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

- 4.3 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.

- 4.4 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.

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

5. Qualification of the Bidder

- 5.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
- 5.3 All bidders shall include the following information and documents with their bids:

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



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- (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS.**
- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;

5.4. No Joint ventures will be allowed for these contracts.

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

- (a) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 2 years.
- (b) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS.**
- (c) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as area manager.
- (d) A consistent history of litigation or arbitration awards against the Applicant may result in disqualification.
- (e) Service providers must have the capacity to provide ad-hoc security services when required by the Municipality of Walvis Bay.
- (f) Security guards are to be always properly dressed in uniform and be in possession of an identification card.
- (g) Security officers must always present an acceptable image and appearance which implies that they may not be under the influence of alcohol and drug substances while on duty.
- (h) Service providers must have a control centre in Walvis Bay and guards must be equipped with two-way communication devices.
- (i) Potential service providers shall, before submission of a bid, make him/herself conversant with the location of the different buildings and condition, make, type, serviceability, and adequacy of any of the alarm systems in use by the Municipality.
- (j) Service providers must have the capacity to maintain the alarm



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systems, at reasonable cost to the Municipality. No alarm system or part thereof shall be repaired or replaced without prior approval of the Chief: Protection Services.

- (k) Service providers must have the capacity to provide a back up and efficient response services to any emergency or breakdown with alarm systems.
- (l) The security systems and apparatus of service providers shall be adaptable to conform to the current requirements and installations of the Municipality.
- (m) The successful bidders will also have to install transmitters at own cost that will enable the company to monitor the alarm systems at the Municipal sites.

6. Conflict of Interest

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

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

7. Cost of Bidding

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

8. Site Visit / Pre-bid Meeting

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



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own expense.

(b) A pre-bid meeting shall be held if so, indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given during the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Entity as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents.

(c) No bidder shall be disqualified from the bidding process as a result of not attending the pre-bid meeting.

B. BIDDING DOCUMENTS

9. Content of Bidding Documents

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

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Form
Section IV	Scope of Service and Performance Specifications
Section V	Pricing Schedule
Section VI	General Conditions of Contract
Section VII	Contract Agreement
Section VIII	Special Conditions of Contract

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

10. Clarification of Bidding Documents

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

11. Amendment of Bidding Documents

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

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

11.3 To give prospective bidders reasonable time in which to take an



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addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. PREPARATION OF BIDS

- 12. Language of Bid** 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Comprising the Bid** 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Securing declaration (only the declaration as contained in this bidding document may be used and no reproductions or self-created documents will be accepted).
 - (c) Pricing Schedule (Section V);
 - (d) Have and submit with the bid the following documentary evidence:
 - 1. Have a certified copy of company Registration Documents;
 - 2. Have a valid original or valid certified copy of an original of good Standing Tax Certificate (**valid at the deadline of submission of bid**), (**certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**),
 - 3. Have a valid original or valid certified copy of good Standing Social Security Certificate; (**valid if issued on or after bid advertisement date**) (**certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**),
 - 4. Have a valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998, or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued; (**certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**),
 - 5. An undertaking on the part of the Bidder that the salaries and



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wages payable to its personnel in respect of this proposal are compliant to the relevant laws, **(only the declaration as contained in this bidding document may be used and no reproduction or self-created document will be accepted)**

6. Experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the respective Services (guarding, daily collection and delivery of banking's, and monitoring and response to alarms) over the last 2 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as **specified in the BDS;**
7. Proof of business location in Walvis Bay by means of water or electricity account issued by the Walvis Bay Municipality or Erongo Red for the address in which the bidders have its main operations.

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Section IV, based on the Pricing Schedule, Section IV, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section V, (Scope of Service) and Performance Specifications, as listed in Section IV. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Pricing Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 The rates and prices quoted by the Bidder shall **NOT** be subject to adjustment during the performance of the Contract.

15. Currencies of Bid and Payment

- 15.1 The time-based price shall be quoted by the Bidder in Namibian Dollars only.

16. Bid Validity

- 16.1 Bids shall remain valid for the period of **one hundred and eighty (180)** calendar days calculated from date of closure of bids.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid-Securing Declaration.
- 17.2 The Bid-Securing Declaration shall be in the form provided for it in this bidding document and no replacement is acceptable.
- 17.3 The Bid Security or Bid-Securing Declaration of a JV must be in the



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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 to constitute the JV.

18. Alternative Proposals by Bidders

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

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB clause 11 of these Instructions to bidders, bound with the volume containing the Form of Bid and clearly marked "ORIGINAL". In addition, the bidder shall submit a copy of the Bid and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid. No further copies of the Bid are required.

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

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original in envelope, attaching a fully completed copy of the cover page of this bidding document to the outside of the envelope.

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

21. Deadline for Submission of Bids

21.1 Bids shall be deposited in **Bidding Box** located in the foyer of the Civic Centre, Nangolo Mbumba Drive, Walvis Bay no later than 11:00 on **15 AUGUST 2025**.

21.2 E-mailed bids will not be accepted.

21.3 Should the Bidder send the bid by courier service; the Bidder shall be responsible to ensure that such envelope is placed in the correct bidding box prior to the time in 21.1 above.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21.1 will be returned unopened to the Bidder.

23. Modification

23.1 Bidders may modify or withdraw their bids by giving notice in writing



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**and
Withdrawal of
Bids**

before the deadline prescribed in ITB Clause 21.1.

- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.

E. BID OPENING AND EVALUATION

24. Bid Opening

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The Bidders' names, the Bid prices, the total amount of each Bid, Bid modifications and withdrawals, the presence or absence of a Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

**25. Process to Be
Confidential**

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid;



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information about the bid of competitors will not be addressed.

- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 27. Examination of Bids and Determination of Responsiveness**
- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) all the relevant pages have been properly signed; (c) has an appointment as an Appraiser by the Master of the High Court of Namibia, (d) has at least 10 years of relevant experience with valuations of a similar nature of a town in Namibia with approximately 6,000 properties; and (e) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer; and if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding



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upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

29. Currency for Bid Evaluation

29.1 The Employer will evaluate the Bid Price in terms of ITB 15 which corrected pursuant to ITB Clause 28.

30. Evaluation and Comparison of Bids

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

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

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18.

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

31. Preference for Domestic Bidders

31.1 A Margin of Preference shall not be applicable.

F. AWARD OF CONTRACT

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

32.3 The employer reserves the right to award all the lots to one bidder or



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the different lots to different bidders.

**33. Employer's
Right to Accept
any Bid and to
Reject any or all
Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

**34. Notification of
Award and
Signing of
Agreement**

34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected Bidder of the proposed award and accordingly notify unsuccessful Bidders. Subject to any application for review to the Review Panel the Employer shall notify the selected Bidder, in writing, by issuing a notification of award for the contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of the notification of award the Employer shall publish on the Public Procurement Portal and the Employer's website, the results of the Bidding process.

34.2 The issue of the notification of award will constitute the formation of the Contract subject to the provisions of Section 55 (5), (6) and (7) of the Public Procurement Act, 2015 (Act 15 of 2015) read with Regulation 38 of the Public Procurement Regulations, 2017.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the notification of award. Within 21 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

**35. Performance
Security**

35.1 Not applicable to this bid.

**36. Advance
Payment and
Security**

36.1 Not applicable to this bid.

37. Debriefing

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

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



SECTION II: BIDDING DATA SHEET

PROVISION OF AUCTIONEERING SERVICES
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A. General	
ITB 1.1	<p>The Employer is MUNICIPALITY OF WALVIS BAY</p> <p>The name of Procurement: Provision of Auctioneering Services to the Municipality of Walvis Bay for a period of Five (5) years.</p> <p>Reference number of the Procurement: NCS/ONB/MWB-02/2025.</p>
ITB 1.2	The intended Contract period is Five (Years).
ITB 2.2	The Funding Agency is MUNICIPALITY OF WALVIS BAY - OWN FUNDS
ITB 5.2	Pre-qualifications HAVE NOT been carried out.
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: Not Applicable
B. Bidding Data	
ITB 8.1(a)	<p>Bidders are invited to familiarise themselves by visiting and examining the items to be auctioned.</p> <p>The items are at the Municipal Stores in Rikumbi Kandanga Street, Walvis Bay.</p>
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be one, the original marked " Original ".
C. Preparation of Bids	
ITB 10.1	Request for Clarification should reach the Purchaser not later than 14 days , prior to the closing date for submission of bids.
ITB 14.4	The Contract is NOT subject to price adjustment.
ITB 16.1	The period of Bid validity shall be One Hundred and Eighty (180) days after the deadline for Bid submission.
ITB 17.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 17.3	The amount of Bid Security shall be N/A.
ITB 18.1	Alternative bids are not permitted.
D. Submission and Opening of Bids	
ITB 20.2	<p>Bidders must make sure that they deposit their properly marked sealed envelopes in the Bid Box in the foyer.</p> <p>The Employer's address for the purpose of Bid submission is Civic Centre, Nangolo Mbumba Drive.</p>



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	For identification of the bid the envelopes should indicate: Name of Procurement: Provision of Auctioneering Services for a period of Five (5) years. Bid Number: NCS/ONB/MWB-02/2025.
ITB 21.1	The deadline for submission of bids shall be at 11H00 on 15 August 2025
ITB 24.1	Bids will be opened at 11H15 on 15 August 2025 , at the following address: Fiscus Conference Room at Municipality of Walvis Bay, Head Office.
E. Evaluation and Comparison of Bids	
ITB 30.1	Only bids that are substantially responsive in accordance with ITB 4, 5 and 13 will be evaluated.
F. Award of Contract	
ITB 35.1	No performance security is required under this Bid
ITB 36.1	Not advance payment is Applicable

SECTION III: EVALUATION CRITERIA

The following criteria will be used in the evaluation of the bids:

Stage 1 – Mandatory Documents



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S/N	MANDATORY DOCUMENTS	YES	NO
1	A valid company Registration Certificate with BIPA.		
2	A valid original or certified copy of an original valid good standing NamRA Tax Certificate.		
3	A valid original or certified copy of an original valid good Standing Social Security Certificate.		
4	A certified copy of a valid Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.		
5	A written undertaking as contemplated in section 138(2) of the Labour Act, 2007.		
6	Fully completed and signed Bid Submission Form		
7	Fully completed and signed Bid Securing Declaration		
8	Valid Certificate in Second-hand Goods Act, 1998 (Act no.23 of 1998)		

Only bids that comply with **all mandatory documents will be considered for Stage 2.**

Stage 2 - Technical Evaluation

Category	Evaluation	Points
Experience (Proof must be submitted)	Experience of bidder in Auctioning <ul style="list-style-type: none">• 5 years and above = 20 points• 3 years to less than 5 years = 15 points• Less than 3 years = 5 points	20
Client Reference (Proof must be submitted)	<ul style="list-style-type: none">• 3 and more reference = 20 points• 2 references = 10 points• 1 reference = 5 points• If no reference is submitted = 0 points	20
Approach and Methodology	A clearly defined approach and methodology describing how the auction will be executed, detailing the activities to be undertaken before, during and after auction.	10
Total		50

The minimum Technical Score required is 70%.

Bidders who do not comply or obtain at least 70% in Stage 2 will not be considered for Stage 3 of the evaluation process.

Stage 3 - Financial Evaluation



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The lowest financial bidder who obtained at least 70% at stage 2 will be selected for award of the Bid.

It is essential for the bidder to submit detailed information on the requirements listed above. Non-submission of this information or submission of incomplete information could prove to be detrimental to the Bidder's bid in the evaluation of its bid.

(Each page to be signed by the Bidder)



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SECTION IV: BIDDING FORMS

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

BID SUBMISSION FORM

Bid addressed to:	Procurement Management Unit, Municipality of Walvis Bay
Procurement Reference Number:	NCS/ONB/MWB-02/2025
Subject matter of Procurement:	PROVISION OF AUCTIONEERING SERVICES FOR A PERIOD OF FIVE (5) YEARS

We offer to supply the services listed in the Price Schedule as per the defined specifications, in accordance with the terms and conditions stated in your Request for Bids referenced above.

We confirm that we are eligible to participate in this Bid exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

We undertake to abide by ethical conduct during the procurement process and the execution of any resulting contract.

The validity period of the Quotation is **180** (one hundred and eighty) **days** from the date of the bid submission deadline.

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 this bid: _____

SIGNATURE OF AUTHORISED PERSON

_____/_____/_____
DATE

Bid is invalid if this page is not completed and signed.
No substitution for this page will be accepted.



BID SECURING DECLARATION

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

Bid No.: NCS/ONB/MWB-02/2025

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]

Corporate Seal (where appropriate)

Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.] ***delete if not applicable**

***Bid is invalid if this page is not completed and signed.
No substitution for this page will be accepted.***



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WRITTEN UNDERTAKING



Republic of Namibia

Ministry of Justice and Labour Relations

Written undertaking in terms of section 138(2) of the Labour Act, 2007 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: _____



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2. PROCUREMENT DETAILS

Procurement Reference No. : NCS/ONB/MWB-02/2025
Procurement Description : PROVISION OF AUCTIONEERING SERVICES FOR A
PERIOD OF FIVE (5) YEARS
Anticipated Contract Duration: 5 Years Contract
Location : Walvis Bay

3. UNDERTAKING

I, _____, owner /
representative

of _____, name of
company

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

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the Labour Act, 2007, which include but is not limited to, the cancellation of the contract/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 employee's rendering service/s in relations to the goods and services being procured under this contract.*

Bid is invalid if this page is not completed and signed.
No substitution for this page will be accepted.



SECTION V: SCOPE OF SERVICE AND PERFORMANCE SPECIFICATIONS

TERMS OF REFERENCE

TABLE OF CONTENTS: TERMS OF REFERENCE FOR THE SUPPLY OF AUCTIONEERING SERVICES

1. BID CONDITIONS

1.1 TERMS AND CONDITIONS

1.2 OWNERSHIP OF PROPERTY

1.3 ASSIGNMENT

1.4 COST OF AGREEMENT AND SURETYSHIP

1.5 JURISDICTION

1.6 ARBITRATION

1.7 INDEMNITY

1.8 GENERAL PROVISIONS

1.9 BREACH OF CONTRACT

1.1 TERMS AND CONDITIONS

- 1.1.1 The Auctioneer hereby agrees to use his professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale.
- 1.1.2 The Auctioneer shall put all items received on auction within 14 days of receipt thereof and no items shall be sold directly unless agreed to in writing between the two parties.
- 1.1.3 It is agreed that all goods will be sold to the highest bidder, with the exception of items protected by an upset price where the upset price is not offered.
- 1.1.4 Unrealistic upset prices of unsold items may be revised in consultation with the General Manager: Finance or the person acting in his/her capacity after the first unsuccessful auction.
- 1.1.5 No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between Council and the Auctioneer.
- 1.1.6 If an item is sold prior to auction under par 1.1.2 above, the Auctioneer shall receive full commission on the item.
- 1.1.7 The Council warrants and represents that it has good title and the right to sell and will deliver merchantable title to the herein described property to purchasers, that said goods are free of all claims, encumbrances or indebtedness and that said property can be auctioned without violation of any government, local authority or other regulations.
- 1.1.8 The Council agrees not to interfere with, prevent or prohibit the Auctioneer in any manner prior to or during auction from carrying out his duties and obligations of this agreement, provided the correct procedures were followed.



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- 1.1.9 The Auctioneer agrees to turn over net proceeds from auction to Seller within 7 (seven) days from date of auction, along with sale records and receipts (all sales to include 15% Vat), and a reconciliation of all unsold items.
- 1.1.10 All unsold items will be sold on the next available auction.
- 1.1.11 All auctions will be held at the Walvis Bay Municipal Stores to minimize costs of transportation.
- 1.1.12 Police clearances will be done by the Auctioneer for resale purposes at own cost.
- 1.1.13 All advertising will be done by the Auctioneer at own cost and it is included in their commission.
- 1.1.14 All necessary clearances and permissions will be obtained by the Auctioneer from the relevant authorities.
- 1.1.15 All changes of ownership will be done (if documentation is in order) after the auction.
- 1.1.16 All goods will be sold as "Voetstoots" to free Council from any liability.

1.2 OWNERSHIP OF PROPERTY

- 1.2.1 All Vehicles and Property in terms of this contract shall remain the property of Council until all Selling conditions are met.

1.3 ASSIGNMENT

- 1.3.1 The Auctioneer shall not be entitled to cede or assign his rights under this agreement, whether gratuitously or otherwise to any person, without the written consent of the council.

1.4 COST OF AGREEMENT AND SURETYSHIP

- 1.4.1 The cost of preparation of this agreement including all attendances incidental thereto and stamp duties thereto shall be borne by the Auctioneer.

1.5 JURISDICTION

- 1.5.1 The parties agree that any claim arising out of this agreement may be instituted in either the Magistrates Court of Walvis Bay having jurisdiction in terms of Section 28 of the Magistrates Court Act no 32 of 1944 or the Supreme Court, at the instance of the party instituting the action, notwithstanding that the amount of such claim would otherwise cause such claim to fall outside the jurisdiction of a magistrates Court.

1.6 ARBITRATION

- 1.6.1. Any dispute which may at any time arise between the Council and the Auctioneer with regard to this contract shall be dealt with by way of arbitration in accordance with the provisions of the Arbitration Act.

1.7 INDEMNITY

- 1.7.1 The Auctioneer shall irrevocably indemnify the Council and keep it indemnified against



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all actions, proceedings, claims, demands, costs, damages and expenses arising directly or indirectly from or out of this contract, whether or not as a result of negligence on the part of the Council, the contractor or any person whatsoever.

1.8 GENERAL PROVISIONS

- 1.8.1 This agreement constitutes the sole agreement between the Council and the Auctioneer and no representations, warranties or statements attributed to the Council or anyone purporting to act on its behalf will have any bearing or effect on the terms and conditions of this agreement nor any variations to this agreement be binding unless in writing and signed by the Council and Auctioneer.
- 1.8.2 In this agreement, words importing the singular shall include the plural and vice versa, and words, importing the masculine shall include the feminine gender, while the headings to the clauses of this agreement are for the purpose of convenience.
- 1.8.3 Any notices to be given in terms of this agreement by the council to the Contractor or vice versa shall be given in writing and be delivered by hand or sent by pre-paid registered post and if sent by post shall be deemed to have been received 5 (five) days after posting. Any faxed notices shall be confirmed as above.

1.9 BREACH OF CONTRACT

- 1.9.1 In the event of non-payment of any monies due to the Council, or the breach of any other terms of the contract by the Auctioneer the Council shall have the right after due notice of thirty (30) days to the contractor, to cancel the contract, without prejudice to any claim that the Council may have against the contractor for payment of any charges or fees outstanding or any damage which it may sustain by reason of termination of the contract.



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SECTION VI: PRICE ACTIVITY SCHEDULE

Bidder to complete percentage column

ITEM (1 LOT)	COMMISSION PERCENTAGE %
1. COMMISSION CHARGED ON SALES PER ITEM (Flat tariff for all items – no differential tariffs allowed) (EXCLUDING VAT)	

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

Bid is invalid if this page is not completed and signed.
No substitution for this page will be accepted.



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SECTION VII: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) is available from the Municipality of Walvis Bay on request and applies except were modified by the Special Conditions below.

SECTION VIII: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods and Services, except were modified by Special Conditions as set out below.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and supplements to clauses in the General Conditions of Contract
1.1(c)	The Contract Period is: Five (5) years commencing on date of award of bid.
1.1(d)	The contract name is: Provision of Auctioneering Services
1.1(g)	The Employer is: The Municipality of Walvis Bay.
1.4	The addresses for delivery of notices are: Employer: Municipality Walvis Bay, Private Bag 5017, Walvis Bay Attention: The Head: PMU Email: <u>procurement@walvisbaycc.org.na</u> Service Provider: _____ Attention: _____ E-mail: _____
1.6	The Authorized Representatives are: For the Employer: Mr. Otto Haraseb, Municipality of Walvis Bay. For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is the signing date of the contract.
2.2.	The Intended Starting Date for the commencement of Services is 30 days from 2.1 above
2.3	The Intended Completion Date is 31 August 2030.
3.9	Restrictions on the use of documents prepared by the Service Provider are: Strictly



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	black ink pen only, no usage of correction tape / fluid and all pages of the documents must be initialled.
6.5	Payment shall be made within Fourteen (14) days of receipt of the invoice, list of items auctioned, and list of items not auctioned. Final payment will be done within Thirty (30) days, after receipts of documents above.
6.6.1	No Price adjustment.
8.2.3	The Adjudication as per the Laws of Namibia
8.2.4	The adjudication procedures of the following institutions will be used: <i>"Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a Judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties".</i>
8.2.5	The designated Appointing Authority for a new Adjudicator is: The Law Society of Namibia



Form of Contract

THIS CONTRACT AGREEMENT is made

the _____ day of _____, 2025

BETWEEN

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

and

(2) _____, a company incorporated under the laws of _____ and having its principal place of business at _____ (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., **PROVISION OF AUCTIONEERING SERVICES** and has accepted a Bid by the Contractor in the sum of N\$ _____ 15% Vat (Excluded) Words

(Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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



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(g)

_____ (Add any other document if applicable).

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

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

For and on behalf of the Purchaser

Signed: _____

in the capacity of _____

in the presence of _____

For and on behalf of the Supplier

Signed: _____

in the capacity of _____

in the presence of _____



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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.

Description
Company Registration Certificate with BIPA
Original or certified valid Good Standing NamRA Tax Certificate
Original or certified valid Social Security Good Standing Certificate
Affirmative Action Compliance Certificate
Section 138(2) of the Labour Act undertaking
Certificate in Second Hand Goods Act, 1998 (Act no.23 of 1998).



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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: NCS/ONB/MWB-02/2025

PROVISION OF AUCTIONEERING SERVICES
(5 YEAR CONTRACT)

DATE ISSUED: 07 JULY 2025
CLOSING DATE: TUESDAY, 15 August 2025

BIDDER: