



NAMIBIAN PORTS AUTHORITY

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Ref: NCS/ONB/NAMPORT/ CS/2020
Tel: (+264) 64 208 2217

20 March 2020

To: **ALL BIDDERS**

Dear Bidder,

CLARIFICATION NOTICE NO. 02

RE: NCS/ONB/NAMPORT/ CS/2020: LEASE OF LAND AND BUILDINGS TO DEVELOP AND OPERATE A COLD STORAGE FACILITY, AT THE PORT OF WALVIS BAY, ON A PORTION OF ERF 1920, WALVIS BAY

1. PREAMBLE

This Clarification Notice to Bidders forms an integral part of the above-mentioned bidding documents, and in the event of discrepancies, this Notice takes precedence over the bidding documents.

2. CLARIFICATION

The attached table contains clarification requests from bidders, as well as the Purchaser's response thereto.

This Notice to Bidders must also be signed and included in the Bid submission. NAMPORT retains the sole discretion to disqualify Bidders that do not comply with this requirement.

Yours sincerely,


IMMANUEL HANABEB
EXECUTIVE: COMMERCIAL

Acknowledgment of receipt signature:

Port of Walvis Bay (Head Office):
P.O. Box 361 Walvis Bay, Namibia

Port of Lüderitz:
P.O. Box 836 Lüderitz, Namibia

Directors

Adv. G S Hinda
(Chairperson)
Ms. JJ Comalie
(Deputy Chairperson)
Mr. M Hindjou
Mr. J Kangandjera
Ms. N Hamunyela

Chief Executive Officer


Mr. K Harry (Acting CEO)

Company Secretary

Ms. N Haikali



Established in terms of the Namibian Ports Authority Act, 1994 (Act No. 2 of 1994)

 www.namport.com

The Standard Conditions of Service of Namport shall apply to all services rendered by it and is available at www.namport.com



CLARIFICATION TABLE

Item Number/ Reference	Item Description	Question	Purchaser's Response
3.2 (C)	SECTION 1 - INSTRUCTIONS TO BIDDERS	In terms of the requirements set out in clause 3.2 c, please advise what is meant by "debarment order".	<p>Clause 3.2.(c) specifically requires bidders to certify in writing that there is a debarment order(s) against it as well as no conflict of interest. This certification may be in any format and prescribed format is required.</p> <p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debar</p>
3.2(D)	SECTION 1 - INSTRUCTIONS TO BIDDERS	In terms of the requirement set out in clause 3.2(d), please advise whether this will be a Self-certification through an affidavit or if a certificate is required from a 3'd party e.g. law enforcement agency/ police.	<p>Bidders are to confirm in any format and law enforcement certification is not required. The person signing the statement (whatever format it takes) must be done by a duly authorised representative of the bidder.</p>
11.1(F)	SECTION 1 - INSTRUCTIONS TO BIDDERS	Kindly confirm/ expand what is meant by the portion of the undertaking (<i>Remuneration Order and Award where Applicable if it is awarded the contract or part thereof;</i>) and required in terms of clause 11.1(f), can we provide an affidavit confirming that all remuneration and Wages have been paid to date or is there a specific document or certificate that must be obtained? "An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are	<p>Bidders are required to adhere to Namibian Labour Law regulation. Please see Annexure A hereto for your completion in this regard.</p>

		compliant to the relevant laws,	
CLAUSE 8.1.4	AGREEMENT OF LEASE	<p>The lease agreement does not define immovable property, especially in relation to clause 8.14. Kindly consider defining "immovable Property" as follows:</p> <p>"The Property and all buildings on the Property, including walls, roofs, structures fixed and of Permanent nature, but specifically excluding machinery, equipment, paneling, fixtures and fittings."</p>	<p>The term "improvements" is used and not "immovable property" and as will be seen from sub-clause 1.1.2 of the lease agreement quoted below, the definition suffices and essentially encompasses what is being proposed. We do not deem it necessary to further define what is self-explanatory or has already been established by law, doing so is superfluous.</p> <p>1.1.2 "Improvements" means buildings or other structures built on or affixed to the Premises, intended to be of a permanent nature;</p>
CLAUSE 23.19.29 TO 23.19.31	AGREEMENT OF LEASE	<p>The time period allowed for relocation is unrealistic because of the refrigeration's storage and material handling, equipment Required to operate the cold store. Can this period be increased to 12 months?</p>	<p>The relocation period will be negotiated with the successful bidder, and if invoked, it must be done in six (6) months.</p>
GENERAL	ROOF SHEETING (TYPE OF MATERIAL)	<p>Please confirm what type of roof sheeting (Type of material) is installed on the roof of the Buildings on the premises.</p>	<p>A large portion of the structure's existing roof contains asbestos cement cladding which must be handled within the ambit of the relevant laws.</p>
GENERAL	COMMENCEMENT OF RENT PAYMENT	<p>Does the successful bidder start paying rent during the installation and Commissioning phase?</p>	<p>The grace period will be negotiated with the successful bidder. The successful bidder will be given six (6) month grace period from the date of occupation of the site. The period will be firm up prior to signing of the lease agreement. It is a condition precedent that should the successful bidder terminate the Agreement within the grace period referred to or within twelve (12) months from the Commencement Date, it will be expected to pay the rental income for the period of occupation on termination of this Agreement and the successful bidder shall not have any claim against Nampont in that regard.</p>



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:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....
Anticipated Contract Duration:
Location where work will be done, good/services will be delivered:
.....

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:

Seal:.....

- 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.*