

# CITY OF WINDHOEK

Department of Housing, Property Management and Human Settlement



## TENDER AND CLOSED BID

### Registration and Conditions of Sale

**Tender for the sale of single residential, general residential, business and restricted business zoned Erven in Kleine Kuppe Extension 1, Rocky Crest Extension 4, Academia Extension 2, Auasblick, Cimbebasia by way of Tender (Closed Bid Sale process). !NB: Only Namibian citizens (both natural and juristic persons) are eligible to participate in this sale.**

- 1) Sale of 54 (Fifty Four) unimproved single residential Erven in **(20) Kleine Kuppe, (28) Academia (3) Rocky Crest, (2) Cimbebasia, (1) Auasblick** by means of tender, open to **natural persons only** irrespective of whether first-time buyer or not. Erf sizes are ranging between 421 m<sup>2</sup> – 1668 m<sup>2</sup> in extent and the upset prices starts from N\$336 800.00.– N\$1 835 000.00
- 2) Sale of 19 (Nineteen) unimproved General residential erven in **(6) Academia and (13) Rocky Crest** by means of Tender, open to both **natural and juristic persons** irrespective of whether first-time buyer or not. Erf sizes are ranging between 2 675 m<sup>2</sup> – 25 462 m<sup>2</sup> and the upset prices starts from N\$2 942 500.00 – N\$28 008 200.00
- 3) Sale of 23 (Twenty Three) unimproved Business zoned erven in **(3) Academia and (20) Rocky Crest**, by means of tender, open to both **natural and juristic persons** irrespective of whether first-time buyer or not. Erf sizes are ranging between 320 m<sup>2</sup> – 2534 m<sup>2</sup> in extent and the upset prices starts from N\$480 000.00. – N\$3, 040 800.00.

**NB: Natural persons means individuals in their personal capacities who are Namibians. Juristic persons means entities (such as close corporations, companies, non-governmental organizations, etc.) that are registered in Namibia.**

### 1.

#### REGISTRATION PERIOD

Registration (starts)	24 May 2022 (Tuesday)
Registration (ends)	10 June 2022 (Friday)
Time of registration:	From 8:00 AM to 16:00 PM

### 2.

#### INFORMATION MEETING

An information session is scheduled to take place on **18 May 2022 (Wednesday) at the Function Hall, City Windhoek Head Office** at which session the registration process, conditions of sale and method of payment will be explained.

In compliance with Covid – 19 regulations that only a maximum of 1000 persons be present at public gatherings the following time slots are set for the information sharing session. Should the limit on number of person per gathering be changed, such will be complied with as per the national Covid-19 regulations.

**1. 08:30- 09:15**

**DOCUMENTS REQUIRED FOR REGISTRATION PURPOSES:**

The prospective purchasers must provide the following documents to complete the registration.

- 2.1 Certified Copy (not older than 6 months) of Identification Document (Namibian Citizens and Permanent residents only).
- 2.2 Certified copy (not older than 6 months) of Marriage Certificate or Ante-Nuptial Contract (when married out community of property).
- 2.3 A Valid Financial Approval Letter from financial institutions. Pre-approved amount must not be less than the lowest upset price of the Erven to be tendered for.
- 2.4 Proof of availability (current bank statement stamped by the bank) of sufficient funds (for cash buyers only). Available funds must not be less than the lowest upset price of the Erven to be tendered for.
- 2.5 FIA Form to be completed (to be provided by the City).
- 2.6 Credit Worthiness Certificate completed (to be provided by the City) Prospective purchasers with Municipal Accounts in arrears will not be allowed to register.

**3.  
REGISTRATION**

All persons interested in participating in the tender are required to register from **Tuesday, 24 May 2022** until **Friday, 10 June 2022** from **08:00 am until 16:00 pm**, daily at the City of Windhoek Customer Care Centre, Independence Avenue. **No late registrations will be considered.** A **non** - refundable registration fee of **N\$1000.00** must be paid per prospective bidder for single residential erven and **N\$3000.00** for business and general residential zoned erven. Payments can be made at the cashiers at any City of Windhoek office. Alternatively, prospective bidders can make direct deposits into the bank account to be provided on an invoice once issued with one at registration.

**NB! Registration is also limited to Namibian Citizens and Namibian registered juristic persons.**

**4.  
DISQUALIFICATION OF BIDS**

The following will result in bids/bidder being disqualified:

- 4.1 If found that the Bidder has not been duly registered.
- 4.2 Failure to provide the Unique Identification Number (Registration Number), if provided.
- 4.3 If bid is not submitted on the bid forms provided.
- 4.4 If Bidder's information on the bid form is incomplete.
- 4.5 If bid/offer is lower than the upset price.
- 4.6 If it is found that false information was provided on the bid form or Registration form.
- 4.7 If alterations on bidding form(s) are not initialled/signed by the bidder to authenticate change.
- 4.8 Non-compliance with any other conditions contained in the Conditions of Sale document.
- 4.9 Any bribery, coercion, canvassing or any attempt thereto in order to influence or to intervene in or attempt to influence the awarding of the bid, whether directly or indirectly, or the obtaining or an attempt to obtain

confidential information belonging to the City in respect of the sale, or any party purporting to represent the bidder (even though not employed or being a director or shareholder) in doing so **will result in disqualification of the bidder/s concerned.**

## 5

### SUBMISSION, DISPLAY OF BIDS BIDDING, ALLOCATIONS AND SIGNING OF DEED OF SALES

#### 5.1 Submission of Bids

Bidding will take place from **08:00 to 10:00** on the respective bidding day as indicated below at the **Function Hall, City of Windhoek Head Office**. The Bids must be placed in respective boxes of each Erf as arranged and as will be instructed on the day. The submission of the bids must comply with the process prescribed in the conditions of sale document and erven are allocated on the basis of one (1) erf per person/entity.

**Monday, 23 June 2022 (Single Residential Erven)**

**Tuesday, 24 June 2022 (Business and General Residential Erven)**

Three (3) bidding forms will be issued to each registered bidder, thus affording a registered bidder an opportunity to submit bids for any three (3) of the erven on offer. The following will therefore apply:

- 5.1.1 Bidding forms will only to be issued to registered bidders.
- 5.1.2 To receive a bidding form proof of identity document is required.
- 5.1.3 If no bidding form is collected the prospective purchaser will not be able to take part in the bid process.
- 5.1.4 Handing out of bidding forms to registered prospective purchasers only from **08:00 to 10:00** on each bidding day as indicated above.
- 5.1.5 The prospective purchaser must complete their bid forms and place each bid form in the box of that particular Erf before 10:00.
- 5.1.6 The bidding process **starts exactly at 08:00 and end at 10:00 on each bidding day** as indicated and no negotiations of submission of bids will be entertained beyond this date and time.
- 5.1.7 The data capturing of Bids starts immediately after the closing of submission of Bids.
- 5.1.8 Once data capturing is completed and verified, the bids will be ranked from highest to lowest and the allocation process starts.
- 5.1.8 All bids for **the Erven** will be displayed following which the allocation process starts.
- 5.1.9 In an event where a deadlock arises, i.e. two or more bidders offer the same price for the Erf; the deadlocked bidders will be given an opportunity to bid against one another by means of written offers. The resultant highest bidder will be allocated the Erf.
- 5.1.10 **Should the successful bidder not be present at the venue to accept the offer, the allocation will be extended to the next highest bidder.**
- 5.1.11 **The successful bidder must personally sign an Acceptance Form and a Deed of Sale at the venue where the bidding has taken place.**

**NB!** The successful bidder is the highest bidder on that particular Erf, except if that bidder has already been allocated and accepted an Erf during this sale, then the allocation is automatically extended to the next qualifying bidder until allocation is accepted.

If no allocation the Erf goes back on the list of available properties to be sold again.

## 6

### ALLOCATION AND SIGNING OF DEED OF SALE

The allocation and signing of the Deed of Sale with successful Bidders will take place at the venue where the bidding has taken place.

- 6.1 After being announced as the successful bidder and once the bidder indicates acceptance, the bidder must accept in writing and sign the Deed of Sale at the venue (otherwise as may be arranged).
- 6.2 The date of sale in this regard shall be the date of signature by or on behalf of the Seller.
- 6.3 Bidders/Prospective purchasers married in community of property must prior to signing the Deed of Sale obtain the written approval of their spouse. By law couple married in community of property are required to co-sign the Deed of Sale.

## 7

### ALLOCATION TO NEXT BIDDER IN LINE (AFTER SUBMISSION OF BIDS)

Should the allocation to the first in line bidder be cancelled for whatever reasons, the allocation will be extended to the next qualifying bidder in line. An offer will be made to the next qualifying bidder in line and a Deed of Sale will be emailed to the email address provided on the registration form. The bidder will be required to accept the offer and sign the Deed of Sale within (5 working days), failure which the allocation will be extended to the next qualifying bidder. All efforts will be made to ensure that the next qualifying bidder receives the offer. The Deed of Sale posted and/or emailed will be deemed received after 3 working days from the date of such posting or email.

The date of sale in this regard shall be the date of signature of on behalf of the SELLER (Municipal Council of Windhoek).

## 8

### CANCELLATION OF ALLOCATION

- 8.1 Failure to comply with the payment conditions will result in the sale being automatically cancelled with no extension. The Erf will then automatically be allocated to the next qualifying bidder inline.
- 8.2 The **ninety (90) days** period will strictly be applied and non-compliance will not be condoned. Under no circumstances will extension be granted beyond the **90 days** from the date of sale. The onus shall, therefore, be on the purchaser to ensure that the payment of the full purchase price together with interest is paid before the expiry of the 90 days period.
- 8.3 Should the sale be cancelled, after a Deed of Sale has been signed, either on request by the purchaser or due to non-payment any monies paid in respect of the purchase of the Erf will be refunded to the purchaser less 20% of the purchase price as a defaulting penalty.

## 9

### PAYMENT CONDITIONS

Prospective purchasers are cautioned to make arrangements with their financial institutions to make sure that their finances are in order prior to the registration and bidding as failure to abide by the payment conditions will result in an automatic cancellation of the allocation, as no other arrangements will be entertained or accepted.

Direct Electronic Fund Transfer (EFT) payments into the account of the Municipal Council of Windhoek are acceptable, provided that they comply with the payment conditions. For EFT payments the **Erf number and name of purchaser** should be used as the reference.

➤ ***Payment of price by cash***

Cash price to be paid within **60 DAYS** from the date of sale. Should purchaser fail to pay within 60 days, interest at a rate of Prime Rate plus 2% per annum will be charged from the expiry of the 60<sup>th</sup> day until date of payment. This implies that an automatic extension is granted for payment of the full purchase price together with interest thereon is to be made within 90 days from the date of sale, failure which the sale is automatically cancelled and allocation extended to the next qualifying bidder.

➤ ***Payment Bank Guarantee***

To be provided within **70 days** from the date of sale. Interest at a rate of Prime Rate plus 2% per annum will be charged on the full Purchase price from the **61<sup>st</sup> day** from the date of sale until date of payment. This implies that payment of the full purchase price together with interest thereon is to be paid within 90 days from the date of sale, failure which the sale is automatically cancelled and allocation extended to the next qualifying bidder.

➤ ***Transfer***

Instructions for transfer to be given upon receipt of proof of payment/Guarantee, provided that the Guarantee has been provided/submitted **twenty (20) days** before the 90<sup>th</sup> day from the date of sale to allow sufficient time for transfer and payment to take place within the 90 days. No transfer instructions will be given after the **70<sup>th</sup> day** from the date of sale where the full purchase price together with interest has not been paid and no guarantee will be accepted after the **70<sup>th</sup> day** from the date of sale. If payment of the full purchase price together with interest is made within 90 days from the date of sale, transfer instructions will be given without any hindrance whatsoever.

## 10

### TRANSFER PERIOD

All properties must be paid for in full and transferred into the names of the respective purchasers within 90 days from the date of sale. Refer to 6.2 above and 18.1 for Date of Sale.

No extension of the date of payment or date of transfer of the property will be considered. If the purchaser cannot meet the deadline for the transfer of the property, the transaction will be cancelled without the need to give any further notice to the purchaser.

## 11

### GENERAL

The Conditions of Sale and the site plan can be obtained from City of Windhoek (Town House Customer Care Centre, Independence Avenue), upon registration. The sale is subject to various restrictive conditions.

**The Erven will be sold to the highest bidders, and Erven will be allocated on the basis of one erf per person/entity.** The Bidder/Prospective purchaser takes note that he/she/it shall not be entitled to substitute, resell, donate or in any way alienate (with the exception of a mortgage bond in favour of a financial institution) the unimproved property. The purchaser agrees to register this condition against the Title Deed of the property in favour of the City of Windhoek at his/her/its own costs.

The restrictive resale condition implies that the purchaser of an Erf will not be able to transfer the subject property to a third party prior to the property having been improved to the minimum value in line with the Windhoek Town Planning Scheme.

The purchaser will not be given the opportunity to nominate a nominee, therefore the purchaser must ensure that the Registration Form is completed in the name of the party into which the property will be transferred. **No substitution of purchaser will be considered for single residential zoned erven.** Note should be taken that **substitution of purchaser may be considered (at the sole discretion of the City of Windhoek) for Business and General Residential zoned erven, but only if substitution of purchaser is done from a Juristic Person to a Natural Person.** This is however not a guarantee that such substitution of purchaser request will be considered.

Subject to the above, Council shall not tolerate under any circumstances any process whereby the purchaser of the property will be allowed to nominate a third party as the eventual purchaser of the property.

## 12

### TERMS & CONDITIONS

- 12.1 It is a condition of the Acceptance of the Bid that only the offers above the upset price be considered,
- 12.2 A bidder from any entity (juristic person) other than a natural person will not be considered (for single residential Erven).
- 12.3 A bid from a non-Namibian citizen, will not be considered.
- 12.4 Only one erf per successful bidder will be allowed.
- 12.5 The Council reserves the right to reject bids containing information which is deemed incomplete or unsatisfactory.
- 12.6 No proxies, substitutions, agents, representatives or persons purported to be agents of the Bidder will be entertained.
- 12.7 An acceptance of an offer/bid assumes the general contractual status. This stipulation only applies once the allocation has been approved accepted by the Bidder.
- 12.8 In the event of the Bidder not fulfilling its obligations as stipulated in this document and/or the Deed of Sale, and the subsequent contractual terms following the acceptance of the bid, the Bidder shall be liable towards the Council for damages suffered or alternatively for a penalty amount which may at the Council's option be determined.
- 12.9 All prices quoted and payments shall be in Namibian Dollar.
- 12.10 Bidder must take note that the successful bidder has to bear all the costs with regard to transfer and stamp duties, tendering, planning, design, connection, construction costs of additional improvements, on the Property.
- 12.11 This Closed Bid Sale is subject to the Municipal Council of Windhoek's Standard conditions of sale contained in this document and as will be fully described in the Deed of Sale, as well as to the Windhoek Town Planning Scheme. Should the purchaser not fulfil any or all of the conditions required in terms hereof, the Municipal Council of Windhoek reserves the right to cancel the transaction without the need to place the purchaser on terms.
- 12.12 The purchaser is from date of sale entitled as well as obliged to take possession of the erf and from the said date accepts the sole risk of the destruction of or damages to the erf as well as the obligation to pay all rates and taxes, sanitary fees, water charges and any other fees to which the Municipal Council of Windhoek may be entitled to in accordance with statutory regulations as if the erf was transferred into the purchaser's name on date of sale.
- 12.13 The erf is sold "voetstoots" and in the condition it presently is or shall be at the date of sale. Council gives no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. Council also does not warrant that the services installed at the property are suitable for the use intended by the purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.
- 12.14 The Municipal Council of Windhoek shall not accept any responsibility for any upgrading work of the erf.



12.15 Availability services plus the relevant property taxes will be payable by a purchaser for the property acquired at the Closed Bid Sale as from the date of sale of the erf and be so calculated on the municipal valuation of the erf.

**12.16 The PURCHASER of an Erf undertakes not to commence with any excavations or building work without having paid the purchase price of the property in full, irrespective of whether building plans have been approved or not. In an event where a purchaser breaches this Clause, the SELLER shall be entitled to demand payment of the purchase price within 14 days, failure which the sales agreement / allocation will be cancelled and the improvements erected on a property shall become the property of the Municipal Council of Windhoek, without the need to reimburse the purchaser for costs incurred in erecting such improvements.**

12.17 The successful bidder should take note that 15% Vat (value added tax) should be added to the purchase price of Business Zoned erven.

### 13 BUILDING REGULATIONS

Each prospective bidder undertakes to abide by the terms and conditions contained in this documents, including but not limited to the following:

#### NOTICE OF INTENTION TO COMMENCE BUILDING.

*“15. (a) Before commencing to erect any building, the person intending to erect such building or his duly authorised agent shall notify the Council thereof on the form prescribed by the Council and in such notice shall specify the date upon which the erection of such building is to be commenced.*

*(b) Before commencing to construct the foundations or any portion thereof of such building such person or agent shall give notice to the Council on a form prescribed by the Council of the fact that the excavations for such foundations or any portion thereof, as the case may be, will be ready for inspection on a date specified in such notice.*

*(c) Before commencing to construct anything upon the foundations or any portion thereof of such building, such person or agent shall give notice to the Council on a form prescribed by the Council of the fact that such foundations or any portion thereof, as the case may be, will be ready for inspection on a date specified in such notice.*

*(d) Before commencing to backfill any excavation made for stormwater drainage or sewerage work or any portion of such excavation, and before enclosing such stormwater drainage or sewerage work or any portion thereof, such person or agent shall give notice to the Council on a form prescribed by the Council stating the fact that such drainage or sewerage work or portion thereof, as the case may be, will be ready for inspection on a date to be specified in such notice.*

*(e) Each of the notices referred to in subregulations (a), (b), (c) and (d) of this regulation shall reach the town engineer at least two clear days before the date specified in each such notice. (f) Any person who contravenes any of the provisions of this regulation shall be guilty of an offence.*

#### INSPECTIONS.

*“16. (a) No person shall commence or cause or suffer to be commenced the construction of the foundations or any portion thereof of any building which is being erected until the excavations for such foundations or portion thereof as the case may be, shall have been inspected by the town engineer or by some other employee of the Council, generally or specially authorised by the Council for that purpose.*

*(b) No person shall commence or cause or suffer to be commenced the construction of anything upon the foundations or upon any portion of the foundations of any building which is being erected until the foundations or portion thereof, as the case may be, shall have been inspected by the town engineer or other employee as aforesaid.*

*(c) No person shall commence or cause or suffer to be commenced the backfilling or enclosing referred to in regulation 15 (d) until the work referred to in the said paragraph has been inspected and tested by the town engineer or other employee as aforesaid.*

*(d) Any person who contravenes any of the provisions of this regulation shall be guilty of an offence”.*

## 14

### IMPROVEMENTS

- 14.1 The PURCHASER binds him-, her-, itself to erect a building or buildings on the PROPERTY within 2 **(two) years** from date of sale of which the value of the main building, outbuildings excluded, as calculated by the Manager: Valuation Services of the SELLER, shall not be less than the minimum building value specified for a property situated in the relevant township or zoning as set out in clause 39 of the Town Planning Scheme of Windhoek or as determined by the SELLER or any law from time to time. Such building value shall be expressed as a factor of the ground value of the PROPERTY as it is entered into the Valuation Roll of the SELLER from time to time when assessment rates are levied against the PROPERTY.
- 14.2 Should the PURCHASER fail to carry out the terms of this clause, the SELLER shall have the right to demand payment of and to collect from the PURCHASER and his/her its successor in title, annually, half-yearly, quarterly, or monthly, as the case may be, an amount which is equal to the improvement assessment rates which would have been levied if the terms of this clause had been complied with as a rate in terms of section 73(4)(b) as well as a penalty rate on the unimproved property under section 76A of the Local Authorities Act, 1992 (Act 23 of 1992) as amended. The aforesaid amount is payable from the day following the date on which the building or buildings should have been completed in terms of this clause. The levy and collection of rates in terms of this clause shall not prejudice the rights of the SELLER to apply any other clause of this Agreement.
- 14.3 Should the PURCHASER, prior to having paid the full purchase price of the PROPERTY and any amounts outstanding in terms of this Agreement, erect any improvements on the PROPERTY, without first having obtained the SELLER's express written approval thereto and irrespective of whether building plans have been approved by or on behalf of the SELLER, then such improvements, shall become the property of the SELLER without any compensation being payable in respect of same by the SELLER in the event that this Agreement may be cancelled in terms thereof: Provided that at the sole option and discretion of the SELLER, the SELLER shall have the right to demand that the PURCHASER remove such improvements at his/her/its cost.
- 14.4 Should the PURCHASER, prior to having paid the full purchase price of the PROPERTY and any amounts outstanding in terms of this Agreement, wish to apply to improve or to erect improvements or for the subdivision of the PROPERTY, the SELLER'S prior written approval and conditions pertaining to the same must first be obtained. In such event the PURCHASER may not commence with any building operations, excavation of the land or the erection of improvements on the PROPERTY or the marketing of the project, before such payment of the full purchase price of the property have been affected.



**15**  
**LAND USE ZONES**

The Purchaser shall take note of the land uses as per the Table below:

**TABLE B: LAND USE ZONES**

USE ZONE (1)	PRIMARY USES (2)	CONSENT USES (3)	PROHIBITED USES (4)
<b>I</b> <b>Residential</b>	Dwelling units	Residential buildings, Places of public worship, Places of instruction, Social halls, Institutions, Special buildings, Bed-and-breakfasts, Resident occupations and Heritage buildings (For details refer to Table H)	Other uses not under columns 2 and 3
<b>II</b> <b>General Residential</b>	Dwelling units, residential buildings	Places of public worship, Places of instruction, Institutions, Special buildings, Hotels, Resident occupations, and Heritage buildings (For details refer to Table H)	Other uses not under columns 2 and 3
<b>IV</b> <b>Business</b>	Shops, Business buildings, dwelling units, residential buildings and social halls	Other uses not under columns 2 and 4	Noxious industrial buildings

**16**  
**CONFIDENTIALITY & COPYRIGHT**

- 16.1 Documents issued by or on behalf of the City of Windhoek shall remain within the copyright of the City of Windhoek.
- 16.2 Bidders/Prospective Purchasers shall treat all aspects pertaining to this sale as confidential and shall not disclose details to third parties except for bona fide tendering purposes.

**17**  
**LEGAL SYSTEM APPLICABLE**

- 17.1 The legal system applicable to this sale and any agreements arising there from will be that of Namibia. The elected domicilia of any agreement will also therefore be that of Namibia.
- 17.2 In the case of reference to any legislation in this document or any documents accompanying same, such reference shall also include the reference to any possible amendment thereto or legislation coming into the place of the existing legislation.

**18**  
**DEFINITIONS**

- 18.1 **“Date of Sale”**, for the purposes of this sale, the date of sale shall mean the date on which the Deed of Sale has been signed by the Manager: Property Management or an official Acting as the Manager: Property

Management.

- 18.2** “**Letter of Undertaking**”, for the purposes of this sale, the Letter of Undertaking shall mean the letter issued by a Law firm which is represented by a board of executors or a trust company or any other company which invests, keeps in safe custody, controls or administers any trust property.

**19**

**Contact Persons at Customer Care Centre, Independence Avenue. City of Windhoek Head Office:**

Mr. R. Van Rooi	+264 61 – 290 2045. Email: <a href="mailto:rvr@windhoekcc.org.na">rvr@windhoekcc.org.na</a>
Ms. H Kauluma	+264 61 – 290 3336 Email: <a href="mailto:hvk@windhoekcc.org.na">hvk@windhoekcc.org.na</a>
Ms. W. Cloete	+264 61 – 290 3008. Email: <a href="mailto:wcm@windhoekcc.org.na">wcm@windhoekcc.org.na</a>
Mr. A Uaendere	+264 61 – 290 3342 Email: <a href="mailto:uae@windhoekcc.org.na">uae@windhoekcc.org.na</a>
Mr. H. Amwaama	+264 61 – 290 2050 Email: <a href="mailto:Helmut.Amwaama2@windhoekcc.org.na">Helmut.Amwaama2@windhoekcc.org.na</a>
Ms. R Gaeses	+264 61 290 2608 Email: <a href="mailto:gae@windhoekcc.org.na">gae@windhoekcc.org.na</a>

>>>END<<<