



NAMDEB
ON DIAMONDS WE BUILD

TENDER ENQUIRY

TENDER No.

E118-ND-2010

TITLE

SALE OF VACANT ACCOMMODATION UNITS

SELLER

**NAMDEB DIAMOND CORPORATION (PTY) LTD
COMPANY REGISTRATION NUMBER: - C1973**

PURCHASER

NAMDEB DIAMOND CORPORATION PTY) LTD
SALE OF VACANT ACCOMMODATION UNITS

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SECTION A

1. INVITATION TO TENDER

Date : 18th August 2010
Enquiry No. : E118-ND-2010
Closing Date : 16h00 on Friday, 17th September 2010
Description : Sale of Vacant Accommodation Units
Sir/Madam

You are hereby invited to tender for the abovementioned Units in accordance with the documents of enquiry attached.

ELUCIDATION OF THE ENQUIRY

Should any part or parts of the enquiry require further explanation, be ambiguous or contradictory, elucidation is to be obtained from the Commercial Queries Nominee, Mr. Leon Louw +264(63)238 490, e-mail address leon.louw@namdeb.com prior to submission of your tender.

SUBMISSION OF TENDER

Your tender is to be submitted in the manner described in the Instructions to Tenderers, **by no later than 16H00 on Friday, 17th September 2010.**

Viewing / inspection of the accommodation units will take place at the following dates and times only:-

1. Houses at 1st Avenue – Saturday 28th August 2010
Between 14h00 – 17h00
2. Houses at 2nd Avenue – Saturday, 04th September 2010
Between 14h00 – 17h00

Yours faithfully

Signature: _____

Leon Louw
Senior Contracts Administrator

2. INSTRUCTIONS TO TENDERERS

TENDERS (IN DUPLICATE) SHALL BE SUBMITTED BY THE TIME AND DATE STATED IN THIS ENQUIRY DOCUMENT

1.0 CLARIFICATION OF ENQUIRY DOCUMENTS

Should there be any doubt as to the intent or meaning of the enquiry document, or any inconsistency between the various parts of the tender, the Tenderer shall seek clarification from the Commercial Queries Nominee before submitting a tender.

2.0 CONTRACT CONDITIONS

Inclusion of the Tenderer's conditions of Contract in a tender may render the tender liable to rejection.

3.0 MAIN OFFER AND ALTERNATIVE PROPOSALS

The Tenderer shall at all times submit a main offer in the Offer to Purchase Agreement provided in the enquiry and in accordance with the provisions set out in the enquiry

4.0 SUFFICIENCY OF TENDER

No alterations shall be allowed once a tender has been submitted. In the event of any discrepancies occurring between the prices and particulars detailed by the Tenderer in the Offer to Purchase Agreement provided with the enquiry, and those contained in any covering letter or document submitted by the Tenderer, the former shall prevail.

5.0 VALIDITY OF TENDER

The tender shall remain open for acceptance for a period of sixty (60) days from the enquiry closing date as detailed in the enquiry or written extension thereto issued by the Commercial Manager.

6.0 REJECTION OF TENDERS

A tender offer shall be rejected, if:

- 6.1 It is received after the time and closing date stipulated in the enquiry or subsequent written extension thereto in terms of 5.0 hereof.
- 6.2 It contains any erasure, alteration, text addition or irregularity.
- 6.3 It is considered unbalanced, or does not include the required information necessary for proper comparison and evaluation.
- 6.4 It is not submitted in the Offer to Purchase Agreement provided or is not in accordance with the provisions of the tender.
- 6.5 It contains the Tenderer's conditions of Contract in terms of 2.0 hereof.
- 6.6 It is not submitted in duplicate.
- 6.7 It is delivered to person(s) other than in terms of 15.0 hereof

7.0 CONFIDENTIALITY OF ENQUIRY/TENDER DOCUMENTS

It is understood and agreed that:-

The contents of the whole of the enquiry are restricted information and shall be treated as confidential by the Tenderer, its agents, representatives and/or employees.

The tender received shall be treated as restricted information and no aspect of any tender shall be disclosed to third parties by the Company, and/or its employees.

8.0 PREFERENCE

- 8.1 Namdeb employees will receive first options to purchase the accommodation units, subject to their tender bids been the highest.
- 8.2 Should tender bids from Namdeb employees be ten percent (10%) or less than the highest bid(s) received from non Namdeb employees, Namdeb employees will be offered the opportunity to match the tender bid(s) of the highest bid(s).
- 8.3 Should Namdeb employees not meet the terms of clause 8.2, Namdeb shall dispose of the accommodation unit(s) to the highest bidder(s).
- 8.4 Tender offers received from non Namdeb employees that are more than ten percent (10%) of the bid(s) from Namdeb employees, will be sold to the highest bidder(s).
- 8.5 Despite the provisions of this clause 8.0, all tender bids below the reserve prices shall not be accepted.

9.0 EXPENSES IN THE PREPARATION OF ENQUIRY/TENDER DOCUMENTS

The Company will not be responsible for any expenses or losses which the Tenderer may incur in the preparation of the tender.

10.0 ACCEPTANCE OF TENDERS

The Company reserves the right to:-

Reject any tender in favour of another.

Reject all tenders submitted, or.

Accept only discrete portions of tenders received, without being obliged to give reasons therefore.

Tenders are subject to Namdeb Board of Directors final approval.

All properties offered are sold on a "voetstoots" basis and no refunds or repairs will be considered.

11.0 VALUE ADDED TAX

Tendered rates and prices must be exclusive of value added tax.

12.0 TENDERER TO INFORM ITSELF FULLY

The Tenderer shall inform itself fully as to all stipulations, provisions and circumstances affecting the Tenderer's offer to the Company.

The Tenderer is to examine the Offer to Purchase Agreement conditions. Should there be any doubt as to the meaning of the Offer to Purchase Agreement provisions, the Tenderer shall immediately notify the Commercial Queries Nominee for clarification or to have the matter rectified, otherwise it shall be taken that the whole of the enquiry is fully understood by the Tenderer and no liability for errors will be admitted by the Company due to the foregoing.

13.0 EXTENSION TO CLOSING DATE

Under no circumstances will requests for extension(s) to the tender closing date be considered by the Commercial Manager unless the request is received 48 hours prior to the enquiry's closing date and time, and then only if the time constraints governing the tender will allow for extension to the closing date of the enquiry.

14.0 SIGNATORIES

Tenderers shall sign-off and initial all the tender documentation as an indication that they have read, understand and shall comply with all the provisions of this tender enquiry and of the Offer to Purchase Agreement, if awarded.

15.0 SUBMITTAL OF TENDER AND OFFER TO PURCHASE

Two (2) copies of the original tender and the signed Offer to Purchase Agreement must be delivered by hand or by courier before the closing date in one sealed envelope, clearly marked *Tender Enquiry No. E118-ND-2010, Sale of Houses* and addressed to:-

Namdeb Diamond Corporation (Pty) Ltd
C/o The Mine Secretary
Records Office
Main Office Block
Oranjemund

16.0 Any enquiries regarding the delivery of tenders must be addressed to Ms. Amelia de Freitas Bacalhau at:-

Tel. No.	+264 (63) 239 070 / 239 070
Fax No	+264 (63) 239 076 / 237 103

SECTION B

OFFER TO PURCHASE

ENTERED INTO BY AND BETWEEN

Namdeb Diamond Corporation (Pty) Ltd
herein represented by

OF

P O Box 35, Oranjemund, Namibia

Tel no. (Work) _____

(Office) _____

(Cellular) _____

(Hereafter called the **SELLER**)

AND

Name: _____

ID: _____

OF

P O Box: _____

Physical Address / Residing at: _____

Tel no. (Work) _____

(Office) _____

(Cellular) _____

Namdeb Computer No. If applicable _____

(Hereafter called the **PURCHASER**)

1. THE SELLER HEREBY OFFERS TO THE PURCHASER WHO HEREBY PURCHASES:

The IMPROVEMENTS ON THE PROPERTY (HEREIN REFERED TO AS PROPERTY)

PROPERTY means the improvements and fixtures on the Erf.

The PROPERTY shall NOT include the land upon which such property is situated.

Upon proclamation of Oranjemund as a town, the PURCHASER must engage the Local Authority on the sale and transfer of the said land.

The SELLER shall not be liable for any costs, whatsoever, incurred by the PURCHASER, as a result of the sale and the registration of the land into the name of the PURCHASER upon proclamation of Oranjemund as a town.

2. PAYMENT:

The PURCHASE PRICE of PROPERTY NO:-

(insert property street address and property erf no.)

is the sum of:-

N\$ _____ (numerical amount)

_____ Namibia Dollars (amount in words) payable
as follows: -

Cash within 30 days after signature by both parties to this agreement.

The PURCHASER agrees to pay all further customary financing costs should any such costs be incurred during this offer to purchase.

If financing is not available on the terms stated in this offer to purchase, the SELLER shall have the right to immediately terminate this agreement and offer this purchase to the next bidder without incurring any liability towards the PURCHASER.

In order to achieve zero-rated supply in terms of the Value Added Tax Act, No. 10 of 2000, the parties shall co-operate with each other to provide a Notice to the Commissioner as is provided for in paragraph 2(q) of the Schedule 3 of the aforesaid Act.

3. POSSESSION AND OCCUPATION:

Possession and vacant occupation of the PROPERTY shall be given to the PURCHASER on/against **PAYMENT OF THE FULL PURCHASE PRICE OF THE PROPERTY** and the SELLER will guarantee occupation and possession to the PURCHASER on this date from which date the PROPERTY shall be at the sole risk, loss or profit of the PURCHASER.

4. RATES AND TAXES:

~~The Purchaser shall be liable for all rates and taxes upon signature of both parties to this agreement.~~
Should the municipality be established, the PURCHASER shall be liable to the municipality for any rates and taxes due.

5. VOETSTOOTS:

The PROPERTY is sold voetstoots and as it stands, the SELLER giving no warranty in regard to the buildings and any improvements upon the PROPERTY. The SELLER shall not be liable for any defects on the property either latent or patent and shall not be required to indicate or locate the positions of the pegs or beacons of the property.

6. FIXED IMPROVEMENTS:

The PROPERTY is sold with all existing fixed improvements, as viewed by the PURCHASER. The Purchase Price includes all fixtures and fittings, built-in cupboards and units, electric light fittings, lamps and lampshades with exception of all gas stoves, and the SELLER undertakes not to remove any such items.

The SELLER undertakes to maintain the house and garden and other improvements in the same good state of repair until possession is given to the PURCHASER,

The SELLER shall ensure that within 30 days after signing this offer by both parties that an electrical fitness certificate is issued to the purchaser.

7. WATER AND ELECTRICITY CHARGES

The SELLER shall ensure that the PROPERTY is fitted with a water and electricity metres. The SELLER shall not be liable for any costs incurred after signature of this offer of any costs of any electrical or water bill. All and every costs incurred herein after from water and electricity shall be borne by the PURCHASER

8. CANCELLATION CLAUSE:

If the PURCHASER commits a breach of any term or condition of this Deed of Sale the SELLER shall give the PURCHASER 7 days notice in writing, hand delivered to his domicilium address or despatched by prepaid registered mail to the address as chosen on page one hereof to rectify such breach within 7 days from date of such notice. Should the PURCHASER fail to rectify such breach within the stipulated 7 days, the SELLER shall have the right to either:-

- (a) Cancel this Sale by registered letter to the PURCHASER, whereupon the PURCHASER shall forfeit any and all amounts paid to the SELLER in terms of this Agreement, without prejudice to any of the other rights and remedies of the SELLER and the right to claim damages. These amounts will be paid to the SELLER as "roukoop".

OR

- (b) Claim immediate payment of the Purchase Price and fulfilment of all terms and conditions of this offer to purchase.

9. WAIVER:

Notwithstanding any express or implied provisions of this offer to purchase, any latitude or extension of time which may be allowed by the SELLER to the PURCHASER in respect of any payment provided herein, or any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER'S rights at any time to require strict and punctual compliance with each and every provision or term thereof.

10. DOMICILIA:

For all purposes under this contract the SELLER and the PURCHASER respectively choose domicilium citandi et executandi at the address mentioned above, unless all parties hereto are advised in writing of a change of address.

11. VARIATION:

The PURCHASER hereby acknowledges that there are no undertakings or agreements with the SELLER, that no warranties have been given by or on behalf of the SELLER and that no representations have been made by or on behalf of the SELLER, either in writing or verbally, except as contained in the offer to purchase, that the terms of this Offer constitute the whole Agreement between the SELLER and the PURCHASER and that no variation, alteration, modification or suspension of any of the terms of this offer to purchase shall be of any force or effect unless committed to writing and signed by the SELLER and the PURCHASER.

12. LIMITATION OF LIABILITY

The SELLER shall not be liable to the PURCHASER or any other person whatsoever for any injury, loss or damage of any description whatsoever which the PURCHASER or any member of its family or any employee or servant, or any relative, friend, acquaintance, visitor, invitee or guest of the PURCHASER may sustain directly or indirectly in or about the property from whatsoever cause arising. The PURCHASER hereby accepts responsibility for and indemnifies the SELLER and its employees, servants or agents against any claim by any such person for any injury, loss or damage sustained as aforesaid.

3. JURISDICTION

The PURCHASER hereby consents to the jurisdiction of the local Magistrate's Court in respect of any action or proceedings which may be brought against him by the SELLER in connection with this offer to purchase, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction, without prejudice to the SELLER's right to institute action in the High/Supreme Court having jurisdiction.

THUS DONE AND SIGNED AT _____ THIS ____ DAY OF _____ 20__

in the presence of the undersigned witnesses.

AS WITNESSES: _____

1. _____

SELLER (NAME IN FULL)

2. _____

SELLER (SIGNATURE)

THUS DONE AND SIGNED AT _____ THIS ____ DAY OF _____ 20__

in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

PURCHASER (NAME IN FULL)

2. _____

PURCHASER (SIGNATURE)