



## INVITATION FOR QUOTATIONS

**REFERENCE NO.:** OTFS 39/2024

**DESCRIPTION:** PLUMBING, BUILDINGS & SIDEWALKS MAINTENANCE: OATF 2024

**BID CLOSING:** TUESDAY, 21 MAY 2024 AT 14H30, ONGWEDIVA TRADE FAIR CENTRE

**BID BRIEFING:** *There shall NOT be compulsory Bid Briefing*

**LEVY:** N\$100.00 (non-refundable)

<b>Business Name:</b>		
<b>Postal Address:</b>		
<b>Contact Person:</b>		
<b>E-mail Address:</b>		
<b>Contact Phone Number:</b>	<b>Work:</b>	<b>Mobile:</b>
<b>Bid Amount (Vat Inclusive) N\$</b>	<b>N\$</b>	

### INFORMATION TO THE BIDDER

The original document, fully completed, initialled on every page, and signed where applicable, shall be placed in a sealed envelope, marked, "**PLUMBING, BUILDINGS & SIDEWALKS MAINTENANCE: OATF 2024**" and must be delivered unopened and deposited in the Bid Box, at **Ongwediva Trade Fair Centre** in Ongwediva not later than the closing date and time. Bids will be opened and read out to the public in the Conference Hall as from 14h30 on the closing date.

***This document is deemed valid only upon submission with proof of payment/receipt of the bid levy before the closing date and time.***

**ENQUIRIES:** [ongwetradefair@iway.na](mailto:ongwetradefair@iway.na) / [info@oatf.com.na](mailto:info@oatf.com.na)

**CHAIRPERSON: ONGWEDIVA TRADE FAIR SOCIETY**

## **SECTION A PROCUREMENT REGULATIONS**

### **A1 OTFS PROCUREMENT POLICY**

- A1.1 These conditions of the bids are issued by the Ongwediva Trade Fair Society (OTFS) in terms of its Policy and Procedures Manual 2022.
- A1.2 In terms of the Policy and Procedure 2 (2.3) all administrative work for this project in connection with the exercise of the powers and the performance of the functions of the Ongwediva Trade Fair Society (OTFS) shall be performed by the Preparatory Committee of the OTFS events. Ongwediva Annual Trade Fair (OATF) is one of such events. Administrative work shall include the technical and contractual administration of this contract.
- A1.3 A copy of the said Policy and Procedures Manual may be obtained from OTFS upon written request.

### **A2 BID DOCUMENTS**

- A2.1 Bid Documents, shall be made available against a non-refundable levy as advertised and further subject to bid procedures of the OTFS.
- A2.2 It is the bidder's responsibility to check completeness of documents including number of pages, bid drawings etc.

### **A3 COST OF BIDDING**

- A3.1 The cost of bidding is the bidder's responsibility.
- A3.2 The amount applicable to this bid document as stated on the front cover, is non-refundable.

### **A4 LODGING AND OPENING OF BIDS**

- A4.1 The entire set of bid documents shall be sealed in an envelope marked with the bid number and title and handed in at the time, place and date as advertised including strict compliance with the following:
  - A5.1.1 the original bid shall be duly completed and priced in an undeletable medium with all alterations initialled next to it (erasing fluid is prohibited).
  - A5.1.2 each page and bid drawing shall be initialled
- A4.2 Bids not completed in **all respects** may be disqualified at the sole discretion of the Ongwediva Trade Fair Society (OTFS) or its Preparatory Committee of specific events. Bidders' attention is drawn in particular to the detailed completion of the bid's data sheets as part of this bid submission.
- A4.3 Telegraphic and facsimile bids are not acceptable and will be disqualified.
- A4.4 Bids will be opened and read out in public.

**A5 COMPLIANCE AND ALTERNATIVES**

A5.1 Bids submitted must comply strictly with the requirements of these documents.

A5.2 Alternative offers may be submitted, but only **in addition** to the Bids requirements.

**A6 VALIDITY AND ACCEPTANCE**

A6.1 Bids to remain valid for acceptance after date of closing of bid for a period as contained in the Appendix to the Conditions of Bid.

A6.2 OTFS and/or OATF Preparatory Committee does not bind itself to accept the lowest or any other bid.

**A7 CONFIDENTIALITY & COPYRIGHT**

A7.1 Bid documents issued by or on behalf of the Ongwediva Trade Fair Society shall remain copy right of OTFS.

A7.2 Bidders shall treat all aspects pertaining to this Bid as confidential and shall not disclose details to third parties except for bona fide bidding purposes.

**A8 NO COMPULSORY PRE-BID BRIEFING MEETING**

A8.1 No compulsory pre-bid briefing meeting. Bidders are however encouraged to request (strictly via e-mail or fax) for a familiarisation site visit. Such arrangements shall be made not later than 17 May 2024.

**A9 ADDITIONAL CONDITIONS OF BID**

If additional conditions of bid are applicable, these are set out in the **Appendix to the Conditions of bid.**

**A10 COLLUSIVE PRACTICES**

A10.1 Collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influencing improperly the decision of the employer.

A10.2 Collusive practices is prohibited under this procurement and shall lead to disqualification of bidders found to have colluded.

A10.3 Joint Venture by companies in submitting proposals and/or participating in this bid, is not regarded as collusion but a normal business practice. Bidders who are participating as a Joint Venture, should clearly state that in the bidding document and the compulsory documents of all the parties forming the Joint Venture, shall be submitted with this bid.

**A11 CONFLICT OF INTEREST**

- A11.1 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 conflict of interest with one or more parties in this bidding process, if:
- A11.1.1 they have a controlling partner in common; or
  - A11.1.2 they receive or have received any direct or indirect subsidy from any of them; or
  - A11.1.3 they have the same representative for the purpose of this bid; or
  - A11.1.4 they have a relationship with each other, directly or through a common third party, 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:

**A12 ENQUIRIES**

- A12.1 All enquiries in connection with this bid shall be directed in writing (fax acceptable) to the contact person(s) as advertised with a cut-off date of five calendar days before date of closing of bids.
- A12.2 Replies to enquiries will be issued to all bidders in the form of addenda to be initialled and submitted by bidders as part of the bid.
- A12.3 Any verbal information given or perceived to have been given shall not be binding on the OTFS or its consultants.

**A13 PAYMENT TERMS**

- A13.1 The Service Provider shall be paid an amount on the basis of the rates provided, material used and labour.
- A13.2 Payment shall be strictly for work done and/or goods delivered and/or services rendered as per bid/contract document or as per written instruction by the representative of OTFS and/or OATF Preparatory Committee
- A13.3 Payment for goods and services rendered under this bid to the successful contractor is strictly 30 days after delivery and/or commissioning of works/services. **NO DEPOSIT IS APPLICABLE AND/OR PAYABLE TO THE SUCCESSFUL BIDDER.**
- A13.4 The bid shall not be qualified by the bidder's own condition of payment.

**A14 OPERATIONS, MEETINGS, INSPECTIONS AND ESTABLISHMENT**

- A14.1 Unless otherwise agreed upon, daily operating hours will be between **08:00 till 20:00**, for day shift and **20:00 till late** night shift work (in order for the Service Provider not to disturb operations at unreasonable times); or alternatively for the Contractor to carry out the cleaning and maintenance round before the halls are open for business.

- A14.2 During the execution of the Contract, the Service Provider and a representative of the OTFS and/or OATF Preparatory Committee shall meet on a regular basis. The meetings shall be convened by the representative of OTFS and/or OATF Preparatory Committee.
- A14.3 The representative of OTFS and/or OATF Preparatory Committee shall ensure that the assigned Supervisor during the execution of the Contract, who is sufficiently senior to be able to make operating decisions and commitments, avails him/herself always in attendance at these meetings. The meetings will be held to discuss all and any matters relating to the operation of the Service Area, and to up-date and review the overall Operational Plan. Decisions made, agreed and recorded at these meetings will be binding on the parties present.
- A14.4 A representative of OTFS and/or OATF Preparatory Committee will undertake periodic Service Area inspections or audits. During this exercise a specially designed proforma will be filled out, which will numerically assess important aspects of the operation.
- A14.5 The Service Provider shall provide all the necessary assistance to the official in the performance of such inspections.

**A15 SERVICE PROVIDERS HUMAN AND RESOURCE ALLOCATION**

- A15.1 The Service Provider shall ensure the availability of designated staff (with proper identification and Personal Protective Clothing), tools and equipment for the execution of work as fully described herein.
- A15.2 The successful bidder shall deploy suitably qualified and experienced personnel for each of the specific assignment to be executed under this contract.

**A16 PENALTIES**

- A16.1 The events or malpractices for which penalties shall be applied, the corresponding amounts of the penalties, shall be as follows: -
- a) Any expenses incurred by the Fair for supervision after hours as a result of failure by the Service Provider to complete the scheduled area on time, 1% of contract amount per day for the first offence. 2,5% for the second offence and 10% for the third and final offence.
  - b) Damage caused to private property or Ongwediva Trade Fair Centre property as a result of negligence on the side of the Service Provider, his/her employees or subcontractors (actual damage costs) shall be penalised equivalent to the actual costs of such damage.
  - c) Theft (equivalent to actual costs).

**A17 COMPULSORY DOCUMENTS TO BE SUBMITTED**

- A17.1 Certified copy of company registration certificate

- A17.2 Documentary proof of previous work-related experience
- A17.3 Copies of Qualification/Certificate and CV's of plumbing personnel.
- A17.4 List and documentary proof of availability of equipment.
- A17.5 A sheet outlining previous work and experience of the company in related work as specified herein.

**PLEASE NOTE: FAILURE TO SUBMIT ANY OF THE ABOVE DOCUMENTS, SHALL RENDER THE BID INVALID LEADING TO DISQUALIFICATION FROM FURTHER EVALUATION OF THE FINANCIAL PROPOSAL.**

**END OF  
WORKS CONTRACT: SHORT FORM OF CONTRACT**

## SECTION B SCOPE OF SERVICE AND PERFORMANCE SPECIFICATIONS

The contract for **PLUMBING, BUILDINGS & SIDEWALKS MAINTENANCE: OATF 2024**, shall include the following: These performance requirements should be read in conjunction with the Bill of Quantities.

### **B1 DEMOLITIONS**

B1.1 Breaking up and removing damaged interlock pavers and kerbstones.

### **B2 EARTHWORKS**

B2.1 **Site Clearance:** Digging up and removing rubbish, debris, top soil

B2.2 **Cut and borrow to fill:** see *Bill of Quantities*

**(a) Compaction of surfaces:** compaction of ground surfaces including scarifying for a depth of 100mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO

**(b) Filling:** Earth filling supplied by the Contractor compacted in layers not exceeding 150mm, thick selected layer of G5 type natural gravel well-watered and compacted to 98% of modified AASHTO density (minimum CBR of 25 at 98% Mod AASHTO Density)

### **B3 CONCRETE WORKS/PAVING:**

B3.1 Supply, delivery, preparation of surface bed and installation of 35 Mpa Interlock pavers, including additional material and cement;

B3.2 Supply, delivery, preparation of surface bed and installation of kerbstones (900xs50x125).

### **B4 TILLING**

B4.1 Wall Tilling: Prepare and clean surface area (ship to create rough surface), supply and install shiny white glazed ceramic wall tiles A-Grade (200x200mm) complete with flexible/high strength tile adhesive and grout.

B4.2 Remove existing wall/floor tiles, ship and clean surface area and dispose unsuitable material to approved dump site.

### **B5 PLUMBING**

B5.1 Supply and install cistern kid,

B5.2 Supply and replace plastic toilet seat complete with cover.

B5.3 Supply and replace 15mm angle valve.

- B5.4 Unblocking of blocked sewer lines and/or wash basins and/or waste water lines of any nature.
- B5.5 Repair of burst water pipes.
- B5.6 Installation of new water lines upon request.

## **B6 WELDING, STEEL WORKS AND FENCING**

- B6.1 Construction of a palisade fence and fence as specified and directed.
- B6.2 Supply, delivery and installation of garage roller door (Only on request).
- B6.3 Repair of garage roller doors.
- B6.4 Supply, delivery and erection of fencing (Only on request and according to specifications).
- B6.5 Miscellaneous steelworks and welding of items before during and after OATF 2024 as part of the maintenance of the facilities and installations at the Trade Fair Centre.

## **B7 BUILDINGS MAINTENANCE**

- B7.1 Supply, delivery, cut-to-fit and installation of hollow core door
- B7.2 Supply, delivery, cut-to-fit and installation of solid wood door (framed and ledged OB Hardwood Door).
- B7.3 Supply, delivery and installation of cylinder lock set.
- B7.4 Wall preparation and crack sealing.
- B7.5 Wall preparation and painting according to specifications.
- B7.6 Replacement of window panes.
- B7.7 Roof work including sealing of roof and repair to damages caused by leakages.

## **B8 EMERGENCY AND STAND-BY DUTIES**

- B8.1 Provide a suitable qualified and equipped team - Plumber/artisan and handyman to assist during the Trade Fair period, 10 days FULL - TIME allocation for repair of defects and unblocking all types of blockages on internal sewer lines, gullies etc.



**SECTION C**  
**SCHEDULE OF WORK CAPACITY – TECHNICAL PROPOSAL**

**CI LIST OF MANPOWER TO BE DESIGNATED**

- C1.1 The bidder is requested to furnish the following particulars. Failure to do shall result in the tender being disregarded.
- C1.2 In the table below, bidder must enter the number of manpower they intend to allocate to this contract.

<b>MANPOWER AVAILABLE FOR THIS CONTRACT</b>	<b>NUMBER</b>
Project Manager	
Supervisors/Foreman	
Artisans	
Skilled Workers	
Unskilled Workers	
Casual Workers	
Other (Specify):	

**C2 RELATED WORK EXPERIENCE**

- C2.1 The bidder must insert in the space provided below, a list of relevant contracts completed by him during the past three (3) years, or contracts at present under construction/maintenance by his firm.
- C2.2 Should the bidder or key personnel of the bidder not have previous experience that is directly related to this contract, his/her offer shall be disqualified on the grounds of inexperience.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

## SECTION D

### PRICE SCHEDULE/BILL OF QUANTITIES

#### D1 PREAMBLE TO THE BILL OF QUANTITIES

**D1.1** This Provisional Bills of Quantities forms part of and must be read in conjunction with the, Specifications and Bid Documents, which documents contain the full descriptions of the work to be done of the work to be done and material and equipment to be supplied and installed, and unless otherwise described in the Provisional Bills of Quantities, reference should be made to the Drawings and Specifications for the full meaning of descriptions of work to be done and materials and equipment to be supplied in the contract.

D1.2 The rates and prices inserted in the Provisional Bills of Quantities shall (unless otherwise specified), include for, unless otherwise stated,

- (a)** Supply, delivery, off-loading
- (b)** Storage, handling, cleaning
- (c)** Installation, commissioning, testing
- (d)** Maintenance
- (e)** Overhead charges
- (f)** Profit
- (g)** General liabilities
- (h)** Obligations
- (i)** Risks
- (j)** Any levies or duties
- (k)** Value Added Tax - EXCLUDED and ADDED AT THE END OF THE BILL OF QUANTITIES

D1.3 MISTAKES MADE BY THE PROSPECTIVE CONTRACTOR IN THE COMPLETION OF THE BILLS OF QUANTITIES, FORMS, ETC. SHALL NOT BE ERASED – NO ERASING FLUID (TIPPEX) MAY BE USED. A LINE SHALL BE DRAWN THROUGH THE INCORRECT ENTRY AND THE CORRECT ENTRY SHALL BE WRITTEN ABOVE AND THE CORRECTION INITIALED BY THE TENDERER. FAILURE TO OBSERVE THIS RULE MAY LEAD TO THE DISQUALIFICATION OF THE PROPOSAL.

D1.4 The quantities in the Provisional Bills of Quantities must not be used for ordering material. The Contractor must only supply the materials required to complete the Contract, and no claims for materials ordered but not used shall be considered. OATF reserves the right to place orders for work as required at the rates and prices stated in the Provisional Bills of Quantities. The bid rates and lump sums shall be valid irrespective of any change in the quantities and change in the scope during the execution of the Contract.

D1.5 Subject to the conditions stated herein, the rates and lump sums filled in the Prospective Contractor in the Provisional Bills of Quantities shall be final and binding and may not be adjusted should there be mistakes in the extensions thereof. Should there be any discrepancies between the correctly extended and totaled Provisional Bills of Quantities and the bid sum, as he may deem necessary in order to reconcile the total of the Provisional Bills of Quantities with the tender sum. In their own interest Prospective Contractors should make sure of the correctness of their tendered rates, the extensions and the tender sum.

- D1.6 A proposal may be rejected if the unit rates or prices for some of the items in the Provisional Bills of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Prospective Contractors fails, within a period of seven (7) days after having been notified in writing by the Employer to adjust the unit rates or prices of such items, to make such adjustments.
- D1.7 All rates and sums of money quoted in the Provisional Bills of Quantities must be in Namibian Dollars.
- D1.8 Prospective Contractors must note that the quantities in the Provisional Bills of Quantities are provisional. The completed contract works will be re-measured. The Contractor will only be paid for work done and materials installed at the rates given in the Provisional Bills of Quantities.

## **D2 CONTIGENCIES**

- D2.1 A contingency amount has been provided under the summary of expenditure. This amount shall only be utilized upon written instruction by OATF Representative for unforeseen expenditure.
- D2.2 The contingency amount is not part of the fixed contract price of the bidder.

**PLEASE TAKE NOTE: NO AMOUNTS SHOULD BE WRITTEN IN THE SHADED AREAS OF THE SCHEDULE OF PRICES**

**THE TOTAL SUM OFG ALL THE RATES SHALL FORM THE BASIS OF THE EVALUATION OF THE FINACIAL PROPOSAL**



# 1. SCHEDULE OF PRICES – BILL OF QUANTITIES

## SECTION 1: REMOVAL OF DAMAGED INTERLOCK PAVERS

[www.oatf.com.na](http://www.oatf.com.na)

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
1.1	<b><u>Removal of damaged interlock pavers</u></b>						
1.1.1	Breaking up and removing damaged interlock pavers and dispose of surplus/ unsuitable material to approved site	m <sup>2</sup>	1		*****	Rate Only	
1.1.2	Breaking up and removing damaged kerbstones and dispose of surplus/ unsuitable material to approved site.	No	1		*****	Rate Only	
	Carried forward to SUMMARY					SUB TOTAL	N\$

**SECTION 2: EARTHWORKS**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
2.1	<u>Site clearance</u>						
2.1.1	Digging up and removing rubbish, debris, top soil, vegetation, trees not exceeding girth 1.5m	m <sup>2</sup>	1		*****	Rate Only	
2.2	<u>Compaction of surfaces</u>						
2.2.1	Compaction of ground surfaces including scarifying for a depth of 100mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO	m <sup>2</sup>	1		*****	Rate Only	
2.3	<u>Filling</u>						
	Earth filling supplied by the Contractor compacted in layers not exceeding 150mm thick selected layer of G5 type natural gravel well-watered and compacted to 98% of modified AASHTO density (Minimum CBR of 25 at 98% Mod AASHTO Density)  (a) Imported fill for low-laying areas	m <sup>3</sup>	1		*****	Rate Only	
2.4	Extra over on site clearance for carting away surplus materials from excavations and /or stock piles to dumping sites	m <sup>2</sup>	1		*****	Rate Only	
	Carried forward to SUMMARY					SUB TOTAL	N\$

**SECTION 3: CONCRETE WORKS/PAVING**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
3.1	<u>Paving</u>						
3.1.1	Compaction of ground surfaces including scarifying for a depth of 100mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO  (a) Laying of new installation/interlock pavers (35Mpa)	m <sup>2</sup>	1		*****	Rate Only	
3.2	<u>Kerbstones</u>						
3.2.1	Prepare and compact surface (adding suitable material where necessary), supply and laying of barrier/mountable kerbstones (900x250x125)  (a) Laying of new kerbstones	No	1		*****	Rate Only	
	Carried forward to SUMMARY					SUB - TOTAL	N\$

**SECTION 4: WALL TILLING**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
<b>4</b>	<b><u>Wall tilling</u></b>						
<b>4.1</b>	Remove existing wall tiles, ship and clean surface area and dispose unsuitable material to approved dump site.	m <sup>2</sup>	1		*****	Rate only	
<b>4.2</b>	Install wall tiles complete with 9mm PVC edge trims	m <sup>2</sup>	1		*****	Rate only	
	Carried forward to SUMMARY					<b>SUB - TOTAL</b>	<b>N\$</b>



**SECTION 5: PLUMBING AND AUXILLIARY WORK**

	Description	Unit	Qty	Rate (N\$)	Total Rate (N\$)	Total (Qty*Total)
<b>5</b>	<b><u>Plumbing &amp; Auxiliary Work</u></b>					
5.1	Supply and install cistern kid (sum of labour & material cost)	No.	1		Rate Only	
5.2	Supply and replace plastic toilet seat complete with cover (sum of labour & material cost).	No.	1		Rate Only	
5.3	Supply, replace and install toilet bowl (ceramic/porcelain).					
5.4	Supply and replace 15mm angle valve (sum of labour & material cost).	No	1		Rate Only	
5.5	Supply and replace 20 mm brass tap (sum of labour & material cost).					
5.6	Unblock sewer line	Hour	1		Rate Only	
5.7	Unblock gully	Hour	1		Rate Only	
	Carried forward to SUMMARY				SUB - TOTAL	N\$

**SECTION 6: WELDING, STEELWORKS AND FENCING**

	Description	Unit	Qty	Rate (N\$)	Total Rate (N\$)	Total (Qty*Total)
<b>6</b>	<b><u>Palisade Fence</u></b>					
<b>6.1</b>	<b><u>EXCAVATION AND EARTWORKS</u></b>					
<b>6.1.1</b>	Excavate in pickable material for square tubes, holes 450x450X600mm	No.	10			
<b>6.2</b>	<b><u>CONCRETE WORKS</u></b>					
<b>6.2.1</b>	Supply and cast 25MPA concrete in in holes for the square tubes.	m³	1			
<b>6.3</b>	<b><u>STEEL AND WELDING WORKS</u></b>					
<b>6.3.1</b>	Supply and install 76 x 76 x 2mm and 3m in length square tubes angered in concrete.	No.	10			
<b>6.3.2</b>	Fabricate, supply and install 2,4m x 3m x 2mm palisade panel with a gab of 100mm. (Pickets will be of mild steel 2mm and cross bar of angle iron of 40mm x 40mm x 2mm)	No.	9			

<b>6.4</b>	<b><u>SURFACE CLEANING AND PREPARATION</u></b>					
<b>6.4.1</b>	Surface cleaning and preparation of palisade panels with thinners.	No.	9			
<b>6.4.2</b>	Surface cleaning and preparation of 76 x 76 x2mm square tubes (3m in length each)	No.	10			
<b>6.5</b>	<b><u>PAINTING OF STEEL SURFACES</u></b>					
<b>6.5.1</b>	Painting to palisade panels with one coat spicy red oxide metal primer and finishes with two coats of gloss enamel (NCS S 2010-G20Y)	No.	9			
<b>6.5.2</b>	Painting to square tubes with one coat spicy red oxide metal primer and finishes with two coats of gloss enamel (NCS S 2010-G20Y)	No.	10			
	<b>Carried forward to SUMMARY</b>				<b>SUB - TOTAL</b>	<b>N\$</b>

**SECTION 7: BUILDING MAINTENANCE**

	Description	Unit	Qty	Rate (N\$)	Total Rate (N\$)	Total (Qty*Total)
<b>7.1</b>	<b><u>PAINTING &amp; AUXILIARY WORK</u></b>					
<b>7.1.1</b>	Surface Treatment (Cleaning, crack sealing and repair)	m <sup>2</sup>	1		Rate Only	
<b>7.1.2</b>	One coat on internal smooth plastered walls excluding columns. <b>(NCS S 1010-G10Y PVA Acrylic).</b>	m <sup>2</sup>	1		Rate Only	
<b>7.1.3</b>	Second on internal smooth plastered walls. <b>(NCS S 1010-G10Y PVA Acrylic).</b>	m <sup>2</sup>	1		Rate Only	
<b>7.2</b>	<b><u>GARAGE DOOR</u></b>					
<b>7.2.1</b>	Supply, delivery and installation of chromadek <b>or</b> similar roll up garage door (2500mm x 2130mm)	No	1		Rate Only	
<b>7.3</b>	<b><u>DOORS AND DOOR LOCK SETS</u></b>					
<b>7.3.1</b>	Supply, delivery, cut-to-fit and installation of hollow core door	No	1		Rate Only	
<b>7.3.2</b>	Supply, delivery, cut-to-fit and installation of solid wood door (framed and ledged OB Hardwood Door).	No	1		Rate Only	
<b>7.3.3</b>	Supply, delivery and installation of cylinder lock set	No	1		Rate Only	
	<b>Carried forward to SUMMARY</b>				<b>SUB - TOTAL</b>	<b>N\$</b>

**SECTION 8: EMERGENCY & STAND-BY**

	Description	Unit	Qty	Labour Rate	Total (Qty*Labour Rate)
<b>8.</b>	<b><i>Emergency and Stand-by duties (August 23, 2023 to September 01, 2024)</i></b>				
<b>8.1</b>	Provide a suitable qualified and equipped team - Plumber/artisan and handyman to assist during the Trade Fair period, 10 days FULL - TIME allocation for repair of defects and unblocking all types of blockages on internal lines.	No. of days	10	N\$	N\$
	Carried forward to SUMMARY				N\$

<b>SUMMARY FOR THE BILL OF QUANTITIES</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNTS</b>
<b>1</b>	<b>REMOVAL OF DAMAGED INTERLOCK PAVERS</b>	<b>N\$</b>
<b>2</b>	<b>EARTHWORKS</b>	<b>N\$</b>
<b>3</b>	<b>CONCRETE WORKS/PAVING</b>	<b>N\$</b>
<b>4</b>	<b>WALL TILLING</b>	<b>N\$</b>
<b>5</b>	<b>PLUMBING AND AUXILLIARY WORK</b>	<b>N\$</b>
<b>6</b>	<b>WELDING, STEELWORKS AND FENCING</b>	<b>N\$</b>
<b>7</b>	<b>BUILDING MAINTENANCE</b>	<b>N\$</b>
<b>8</b>	<b>EMERGENCY &amp; STAND-BY</b>	<b>N\$</b>
	<b>CONTIGENCIES</b>	<b>N\$ 10,000.00</b>
<b>SUB TOTAL (excluding VAT)</b>		<b>N\$</b>
<b>15% VAT on Sub-Total</b>		<b>N\$</b>
<b>TOTAL - CARRIED FORWARD TO COVER PAGE</b>		<b>N\$</b>

## SECTION D

### Evaluation Criteria

Bids shall be evaluated and scored using the two-stage bid evaluation and scoring method using the following scoring scale from 0 to 10:

SCORING		DESCRIPTION
<b>10</b>	Excellent	Exceeds the requirements of the criteria significantly and in beneficial ways/very desirable
<b>9</b>	Good	Exceeds the requirements of the criteria in ways which are beneficial to our needs
<b>7-8</b>	Good	Fully meets the requirement of the criteria
<b>5-6</b>	Average	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
<b>3-4</b>	Poor	Addresses all of the requirements of the criterion to the minimum acceptable level.
<b>1-2</b>	Very Poor	Minimally addresses some, but not all, of the requirements of the criteria or lacking in critical areas.
<b>0</b>	Unsatisfactory	Does not satisfy the requirements of the criteria in any manner.

Details of Technical & Financial Evaluation Criteria	
Description of criteria	Proportional value in %
<b>Company Profile and Experience</b>	
<b>Sub Total (A)</b>	<b>35</b>
<b>Site Management and Organization / Methodology and Management</b>	
Methodology and site management Organization of resources and resource persons Organizational chart & Key personnel	
<b>Sub Total (B)</b>	<b>20</b>
<b>Logistics</b>	
Details of equipment and tools Means of identification of personnel (uniform, badge, identity card etc)	
<b>Sub Total (C)</b>	<b>10</b>
<b>TOTAL MARKS-Technical (A+B+C)</b>	<b>65</b>
<b>TOTAL BID PRICE</b>	<b>35</b>
<b>TOTAL</b>	<b>100</b>

The above evaluation criteria shall be applied to determine the bid offering the Best Economic Advantage per Service Area.

The price offered as a total of the unit prices shall serve as a basis for the financial evaluation.

The prices shall be compared as per a marking system. The lowest financial proposal ( $F_m$ ) will be given the maximum mark ( $S_m$ ) allocated to financial proposals and the marks shall be computed as follows:

$$S = S_m \times F_m / F$$

Where F is the price of the proposal under consideration.

Ranking of the bids shall be made in the order of the highest marks after adding the technical score to the financial score.



## ANNEXURE AA 1

### CONDITIONS OF CONTRACT

#### 1. Commencement, Completion, Modification, and Termination of Contract

- 1.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of Acceptance.
- 1.2 Commencement of Services**
- 1.2.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general arrangements, order, timing for cleaning, human resources and logistics. The Services shall be carried out in accordance with the approved Program as updated.
- 1.2.2 The Service Provider shall start carrying out the Services no later than seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the Letter of Acceptance.
- 1.3 Intended Completion Date**
- 1.3.1 Unless terminated earlier pursuant to Sub-Clause 1.7, the Service Provider shall complete the activities by **Sunday, 01 September 2024** or for an additional period of seven (7) days thereafter, if renewed, at the Employer's discretion.
- 1.4 Modification**
- 1.4.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the service or of the Contract Price, may only be made by written agreement between the Parties.
- 1.5 Force Majeure**
- 1.5.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 1.5.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 1.6 Notices**
- 1.6.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party. **The address for notices is:**

**Employer:**

The Chairperson: Ongwediva Trade Fair Society  
Private Bag 5549  
**ONGWEDIVA**

**Service Provider:**

**(To be provided after the award of the contract)**

**1.7 Termination**

1.7.1 The Employer may terminate this Contract, by not less than twelve (12) hours' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause :

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within a prescribed time or after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider becomes insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than twenty four (24) hours; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

(i) "corrupt practice"<sup>1</sup> 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"<sup>2</sup> 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"<sup>3</sup> 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"<sup>4</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence

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<sup>1</sup> For the purpose of this Contract, "another party" refers to an official acting in relation to the procurement process or contract execution.

<sup>2</sup> For the purpose of this Contract, "party" refers to an 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.

<sup>3</sup> 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.

<sup>4</sup> For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

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; or

1.7.2 Notwithstanding sub-clause 1.7.1, the Employer may terminate the Contract for convenience after giving twelve (12) hours written notice.

1.7.3 The Service Provider may terminate this Contract, by not less than twelve (12) hours written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

(a) if the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 6 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than twelve (12) hours.

1.7.4 Upon termination of this Contract pursuant to Sub-Clauses 1.7.1, 1.7.2 or 1.7.3 the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 4 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b) and (d) of Sub-Clause 1.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## **2. Obligations of the Service Provider**

### **2.1 General**

The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics indicated in Appendix A to the Contract Form. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with subcontractors or third parties.

## **2.2 Confidentiality**

The Service Provider, its subcontractors, and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

## **2.3 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the handing over of site.

## **2.4 Assignment**

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.

## **2.5 Indemnification**

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's Liability and Workmen's Compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

## **2.6 Insurance and Liabilities to Third Parties**

- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's Compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the Employer's Liability and Workmen's Compensation insurance, the insurance policies under this clause shall:

- (i) name the Employer as additional insured;
- (ii) include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;
- (iii) provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

## **2.7 Reporting Obligations**

The Service Provider shall submit to the Employer, the reports and documents specified in Section III, and any other matter in the form and time specified therein or as otherwise agreed upon addressed to:

**The Chairperson: OTFS  
Private Bag 5549  
ONGWEDIVA  
Tel: 065-233700; Fax: 065-230521**

**E-Mail: [ongwetradeair@iway.na](mailto:ongwetradeair@iway.na) / [info@oaff.com.na](mailto:info@oaff.com.na)**

## **2.8 Tax and Duties**

The Service Provider, subcontractors, and their personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.

## **2.9 Liquidated damages for non-performance**

The Service Provider shall pay liquidated damages to the Employer for non-performance at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of liquidated damages shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct the liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

## **2.10 Performance Security**

No performance security is required under this contract.

## **3. Service Provider's Personnel**

### **3.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement of the Service Provider's Key Personnel and cleaning personnel for carrying out the Services are described in herein.

### **3.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the personnel has (i) committed serious misconduct or has been charged with

having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of any personnel.

#### **4. Payments to the Service Provider**

##### **4.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 4.5, the Contract Price may only be increased above the amounts stated in Sub-Clause 4.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 1.4 and 4.3.

##### **4.2 Contract Price**

The amount payable is to be determined after the award of contract.

Contract rates shall be fixed and inclusive of all taxes, and gratuities as well as any increase that may be awarded by government during the contract period.

##### **4.3 Terms and Conditions of Payment**

Payments will be made to the Service Provider within fourteen (14) days at the end of OATF 2022, subject to the Employer obtaining the invoice and accompanying documents as required by the Employer not later than the 9<sup>th</sup> of September 2022.

Any adjustment in respect of absences and liquidated damages for the current month shall be communicated to the Service Provider to enable the latter to make the necessary adjustment in the subsequent invoices.

##### **4.4 Interest on Delayed Payments**

If the Employer has delayed payments beyond thirty (30) days after the due date stated, interest shall be paid to the Service Provider for each day of delay at the legal rate.

##### **4.5 Price Adjustment**

Prices **shall not** be adjusted for fluctuations in the cost of inputs.

##### **4.6 Labour clause**

4.6.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-

- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by any Remuneration Regulations applicable.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work which are not less favorable than the general level

observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

- 4.6.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
  - (b) stating whether any remuneration payable in respect of work done is due;

## **5. Quality Control**

### **5.1 Identifying shortcomings**

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service.

### **5.2 Attending to shortcomings**

- (a) The Employer shall give notice to the Service Provider of any shortcoming.
- (b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Employer will consider such act as a lack of performance which could lead to the termination of part or the whole contract as a breach in the good performance of the contract.

## **6. Settlement of Disputes**

### **6.1 Dispute Settlement**

If a dispute between the parties arises in connection with performance of obligations under this Contract, either party shall serve a written notice of dispute providing adequate details of the nature of the dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the Contract.

After receipt of the notice of dispute, the parties should use their best endeavors to resolve the dispute or to agree methods of doing so. If after 12 hours of the service of the notice of dispute there is no resolution of the dispute, the contract shall be terminated by mutual consent.

### **6.2 Applicable Law**

The Contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Namibia.

## ANNEXURE AA 2

### Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_[day] of the \_\_\_\_\_ [month], \_\_\_\_\_[year], between, on the one hand, Ongwediva Trade Fair Society (hereinafter called the "Employer") and, on the other hand, \_\_\_\_\_[name of Service Provider] (hereinafter called the "Service Provider").

**[Note:** In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the "Service Provider")).

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price (in Namibian Dollars) of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid;
- (c) the General Conditions of Contract;
- (d) the Scope of Service and Performance Specifications;
- (e) the Activity Schedule; and
- (f) the following Appendices: **[Note:** If any of these Appendices is not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Schedule of Equipment and Tools

Appendix B: Schedule of Key Personnel and Subcontractors (Deployment Plan)

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]



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*[Authorized Representative]*

For and on behalf of Ongwediva Trade Fair Society/OATF Preparatory Committee

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*[Witness]*

**[Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

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*[Name of Authorized Representative]*

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*[Signature of Authorized Representative]*

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*[Witness]*