



ONGWEDIVA ANNUAL TRADE FAIR

PRIVATE BAG X5549, ONGWEDIVA

TEL: 00264 65 230191 FAX: 00264 65 230610

E-MAIL: ongwetradeair@iway.na

INVITATION FOR TENDERS

DESCRIPTION - RENTAL OF THE TRADE CENTRE RESTAURANT: ONGWEDIVA ANNUAL TRADE FAIR 2024

TENDER No.: OTFS 2024/01/RESTAURANT

CLOSING DATE AND TIME: TUESDAY, MAY 21, 2024 AT 14H30

PARTICULARS OF TENDERER	
Business Name	:
Postal Address	:
Contact No.	:
Contact Person	:
Rental (Refundable) Deposit Amount (15% VAT Incl.)	: N\$ 3,000.00
Rental Fee (July 2024) (15% VAT Incl.)	: N\$ 3,000.00
Tender Amount (Rental Fee – August 2024) (15% VAT Incl.)	:
Total Tender Amount (15% VAT Incl.)	:
Receipt No.	:
Amount Paid	: N\$ 100.00
Date	:

INFORMATION TO THE TENDERER

Tender proposals, the original document thereof to be submitted in a sealed envelope, marked, "TENDER No. OTFS 2024/01/RESTAURANT: RENTAL OF THE TRADE CENTRE RESTAURANT" must be delivered unopened and deposited in the Tender Box, at Ongwediva Trade Fair Centre in Ongwediva not later than the closing time. Tenders will be opened and read out to the public in the board room as from **14:35** on the closing date.

ONGWEDIVA ANNUAL TRADE FAIR

NB: THIS DOCUMENT IS DEEMED VALID ONLY UPON SUBMISSION ACCOMPANIED BY PROOF OF PAYMENT/RECEIPT FOR THE BID LEVY. PLEASE ENSURE THAT YOUR ONGWEDIVA ANNUAL TRADE FAIR LEVY RECEIPT FROM OUR CASHIER IS INCLUDED WHEN SUBMITTING.

REGULATIONS

A2 REGULATIONS

A2.1 These conditions are issued by the Ongwediva Annual Trade Fair (OATF).

A3 DOCUMENTS

A3.1 One set of documents consisting of a number of volumes stated in the Appendix to the Conditions of Tender and comprising details as set out in the indexes to such documents, shall be made available against a non-refundable levy as advertised and further subject to tender procedures.

A3.2 It is the Interested Parties' responsibility to check completeness of documents including number of pages, tender drawings etc.

A4 COST

A4.1 The cost of tendering is the Interested Parties' responsibility.

A5 LODGING AND OPENING OF DOCUMENTS

A5.1 The entire set of the documents shall be sealed in an envelope marked with the tender 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 document shall be duly completed and priced in an undeletable medium with all alterations initialled next to it (erasing fluid is prohibited).

A5.2 Documents not completed in **all respects** may be disqualified at the sole discretion of the OATF. Interested Parties' attention is drawn in particular to the detailed completion of the Interested Parties' data sheets as part of this tender submission.

A5.3 Telegraphic and facsimile documents are not acceptable and will be disqualified.

A5.4 Documents will be opened and read out in public.

A6 COMPLIANCE AND ALTERNATIVES

A6.1 Documents submitted must comply strictly with the requirements of these documents.

A6.2 Alternative offers may be submitted, but only **in addition** to the requirements.

A7 VALIDITY AND ACCEPTANCE

- A7.1 Documents to remain valid for acceptance after date of closing of tender for a period as contained in the Form of Tender (Annexure AA 3).
- A7.2 OATF does not bind itself to accept the lowest or any other tender.

A8 CONFIDENTIALITY & COPYRIGHT

- A8.1 Documents issued by or on behalf of the OATF shall remain copy right of the OATF.
- A8.2 Interested Parties shall treat all aspects pertaining to this document as confidential and shall not disclose details to third parties except for bona fide tendering purposes.

A9 PRE-TENDER BRIEFING MEETING

- A9.1 No compulsory briefing meeting.
- A9.2 However, OATF Officials would meet interested parties on request upon prior arrangement for site inspection.

A10 ADDITIONAL CONDITIONS OF TENDER

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

A11 ENQUIRIES

- A11.1 All enquiries in connection with this document shall be directed in writing (e-mail acceptable) to the contact person(s) as advertised with a cut-off date of seven calendar days before closing date.
- A11.2 Replies to enquiries will be issued to all Interested Parties in the form of addenda to be initialled and submitted by Interested Parties as part of the document.
- A11.3 Any verbal information given or perceived to have been given shall not be binding on the OATF or its consultants/representatives.

**END OF
SALE CONTRACTS: SHORT FORM OF CONTRACT**

ANNEXURE AA 1

APPENDIX TO THE CONDITIONS OF EXPRESSION

1. SECTION 1

1.1 OBJECTIVE/PURPOSE

Expression of Interest for the lease of the Trade Fair Centre Restaurant during OATF 2024, and subjected to the conditions as defined herein.

1.2. LEASE OF RESTAURANT BUILDING, FACILITIES AND APPLIANCES

The restaurant consist of a kitchen, one gas stove, one fridge, a cooling room, a store room, sitting area and ablution facilities. The paved area in front of the restaurant is part of the facility with the exception of the shaded area.

The lease of the Restaurant shall be subjected to the decision of the OATF Preparatory Committee of which its scope of responsibilities and expectations are as defined herein.

1.3 PERIOD OF LEASE

The successful party shall take occupation of the facilities on July 01, 2024 and commence with business activities immediately, until August 31st, 2024.

1.4 PAYMENT

The Lessee shall **pay** a refundable deposit of N\$ 2,000.00 and an additional minimum rental fee of N\$ 3,000.00 for the month of July 2024, **on or before June 30, 2024**. A further minimum N\$ 5,000.00 (reserve price) rental fee for the month of August 2024 **is payable on or before July 31, 2024**. Failure to settle the account on or before the due dates shall result in the automatic cancellation of the Lease Agreement without notice.

1.5 HIGHEST TENDER AMOUNT

The Ongwediva Annual Trade Fair is under no obligation to accept the highest offer or any other, and thus reserves the right to award the contract for the lease of the Restaurant to any party whose offer is deemed, by the OATF Preparatory Committee, as the most favourable offer in accordance with the statues of Ongwediva Annual Trade Fair (OATF).

Signature: Date:

1.6 CLOSING TIME

The interested party will be expected to strictly observe and adhere to the closing times as will be instructed by the Fair Organizers during the period of the Trade Fair.

1.7 TENDER DOCUMENTS

Interested parties must submit duly completed documents with all relevant documents on or before the closing date as specified herein.

Closing date and time : **Tuesday, May 21, 2024 at 14h30**

Enquiries : Ms. Salome Shidute/Ms. Ruth Uusiku
Tel. : 065 – 230191
Fax. : 065 – 230610
E-Mail : ongwetradefair@iway.na

Delivery address : Ongwediva Town Council
Private Bag 5549
Town House, Cnr Mandume Ndemufayo Road /
Libertine Amathila Street
ONGWEDIVA

ANNEXURE AA 2

SPECIAL CONDITIONS OF TENDER AND CONTRACT

- 2.1 No gambling machines will be allowed.
- 2.2 No juke boxes shall be allowed.
- 2.3 Excessive noise will not be tolerated.
- 2.4 No vehicles shall be allowed (during the OATF 2024 period) to enter the exhibition grounds except for off-loading of goods (approval to be obtained).
- 2.5 No flyers/promotional material of companies other than the official sponsors of the OATF shall be allowed outside the restaurant building except those of the official sponsors.
- 2.6 Outside "braai" is allowed.
- 2.7 A joint inspection of the Restaurant shall be conducted and all equipment shall be handed to the lessee in good conditions. Similarly, a joint inspection shall be conducted after the expiry of the lease agreement and any damage or loss found shall be the responsibility of the tenant.
- 2.8 Change of leasehold is strictly prohibited. In the event of discontinuation of the contract the lessee shall inform the OATF Preparatory Committee of his/her intention not to continue with the operation of the facility and shall return the keys to the OATF Office.
- 2.9 Upon allocation, successful tenants shall be **obliged** to acquire a Temporary Liquor License for the selling of alcohol on the premises of Ongwediva Trade Fair Centre.
- 2.10 The successful tenderer will have to bring own gas cylinder for cooking purpose.
- 2.11 OATF Preparatory Committee reserves the right to utilise the Cooling Room during the duration of OATF 2024 at no cost.
 - 2.11.1 The tenderer shall attach a certified copy of any national identity document/ business registration documents bearing the name as it appears on the tender document. (This tender is reserved for Namibians only)
 - 2.11.2 All pages of the tender document must be initialled.
- 2.12 **Complaints**

Should any complaint be received concerning the operation, the Tenant shall furnish the Fair Management with all relevant information to enable the Trade Fair Organizers to investigate the complaint. The Fair Organizers shall thereafter rectify the situation in accordance with any instructions issued by the Fair Management, should the complaint be validated. Customer complaints not rectified after discussion with the Fair Organizers may also result in closure of the facility.
- 2.13 **Cancellation**

Should the lessee terminate the agreement, he/she shall forfeit the deposit henceforth and shall be responsible for the payment of the pro-rata lease amount based on the number of days that he/she has taken occupancy of the facility irrespective of whether he/she carried out any activity in the restaurant.
- 2.14 Each tenderer is allowed to tender with one tender document only.

Signature: **Date:**

ANNEXURE AA 3

SPECIFICATIONS – COMPULSORY

Please study the tender specifications hereunder and indicate by placing an **X** in the relevant box. **“Yes”** if you conform to the specifications or **“No”** if your offer does not conform to the specifications.

No.	REQUIREMENT DETAILS	OFFER	
		Yes	No
2.1	The lessee shall take occupation of the Trade Centre Restaurant on the date as specified herein and carry out business under his/her licence.		
2.2	The lessee shall apply to the relevant authorities for trading licences and strictly adhere to the conditions set out therein.		
2.3	The lessee shall provide a full range of services to the public and visitors to the OATF 2024. These services are: preparation and serving of a variety of food and beverages in a professional manner.		
2.4	The lessee shall keep the premises clean, tidy and in an acceptable sanitary condition inside and outside the premises.		
2.5	The lessee shall maintain and take proper care of the equipment inside the facility.		
2.6	The lessee shall provide his/her own furniture for the use at the restaurant. The furniture to be provided shall not be of a permanent nature or fixed to the restaurant building.		
2.7	The Restaurant, facilities and appliances shall not be sub-leased or leased to a third party at any time during the contract without prior notification and approval by the OATF Preparatory Committee.		
2.8	A duly authorised representative of the OATF Preparatory Committee shall at all reasonable times be entitled to inspect the facility both externally and internally.		
2.9	The lessee shall be responsible for the prompt payment of the lease amount and/or any charges applicable under this agreement.		
2.10	The lessee shall be responsible for the security of the facility and for the payment of the prescribed fees for armed response (if any exist)		
2.11	The contract is not subjected to the lessee's own pre-conditions and requirements.		

Signature:

Date:

2.12 List of electrical appliance / Equipment

The prospective lessee is requested to furnish the following particulars of appliances to be brought. Failure to do so may result in the tender being disregarded.

a) Full particulars of appliance / machinery

Electrical Appliances (description)	Capacity/ size	Quantity	

- All electrical appliances shall be tested before occupation of the restaurant, faulty appliances will not be allowed.

2.13 Description of Services

1.	List of Food items to be served (Compulsory)	
1.1	Breakfast:	Cost (N\$)
1.2	Lunch:	Cost (N\$)
1.3	Dinner:	Cost (N\$)
1.4	Other:	Cost (N\$)

Signature:

Date:

2.13 Description of Services (cont.)

SCHEDULE OF OFFER PRICES - COMPULSORY

Please read the notes underneath carefully, insert the tender price and complete the schedule of prices

No.	Description	Reserved Price	Tender Price
1.	Deposit	N\$ 2,000.00	N\$ 2,000.00
2.	Rental Fees: July 01 – July 31,2024	N\$ 3,000.00	N\$ 3,000.00
3.	Rental Fees: August 01 – August 31 st , 2024	N\$ 5,000.00	*
TOTAL TENDER PRICE (INCL. VAT)		N\$ 10,000.00	**

NB.

1. Please fill in the tender amount in the open space indicated with *.
2. Calculate the total tender price and insert in the space indicated with **.
3. The amount indicated in the column for tender prices are fixed and should not be altered.
4. The Total Tender in the column indicated with a ** shall be written on the front page and also on the "Form of Tender".
5. Failure to complete the price schedule above shall invalidate the tender and the tender shall be disqualified.
6. The **Deposit is refundable** after the OATF Preparatory Committee has satisfied itself that the Restaurant, facilities and appliances were returned in good order

Signature:

Date:

ANNEXURE AA 5

FORM OF TENDER

Having examined the complete tender enquiry, I/we offer to lease the Trade Centre Restaurant for the period indicated herein and during the Ongwediva Annual Trade Fair 2024 in conformity with all the specified requirements and specifications attached hereto - for the sum of:

N\$...... (In words)

....., which is 15% VAT inclusive or such other sum as may be determined in accordance with the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/we agree to their being corrected, the rates be taken as correct.

I/We agree to Lease the Trade Centre, Restaurant in accordance with the Contract documents.

Unless and until a formal agreement is prepared and executed, this offer, together with the written acceptance thereof by you shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest of any tender you may receive.

This tender shall remain valid for one hundred and twenty (120) days from closing date for the submission of offers.

Signed on behalf of Tenderer:

Name of Tenderer (Firm):