



INVITATION TO BID

REFERENCE NO.:	OTFS 26/2024
DESCRIPTION:	PROVISION OF CLEANING SERVICES: OATF 2024
BID CLOSING:	TUESDAY, 21 MAY 2024 AT 14H30, ONGWEDIVA TRADE FAIR CENTRE
BID BRIEFING:	FRIDAY, 10 MAY 2024 AT 10H00, ONGWEDIVA TRADE FAIR CENTRE CONFERENCE HALL
LEVY:	N\$100.00 (non-refundable)

Business Name:			
Postal Address:			
Contact Person:			
E-mail Address:			
Contact Phone Number:	Work:	Mobile:	
Bid Amount (Vat Inclusive)	Service Area A:	Service Area B:	Service Area C:
	N\$	N\$	N\$

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, "**PROVISION OF CLEANING SERVICES: 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 / 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. It is recommended for Bidders to obtain such a copy for reference.

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:
- A4.1.1 the original bid shall be duly completed and priced in an undeletable medium with all alterations initialled next to it (erasing fluid is prohibited).
 - A4.1.2 each page and bid drawing shall be initialled
 - A4.1.3 compulsory documents as outlined in B11 should be attached to the completed and priced bid document.
- A4.2 Bids not completed in **all respects** shall 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 document.
- 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 PRE-BID BRIEFING MEETING

- A8.1 There shall be a non-compulsory pre-bid briefing meeting. Bidders are however encouraged to attend the pre-bid briefing meeting to gain insight into the bidding process, technical specifications and the service area.
- A8.2 The date for the pre-bid briefing meeting appears on the invitation for bids and the cover of this bidding document.

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 Collusion between the bidders or a bidder and a supplier, agent, or staff member concerning the formulation of any part of the bidding documents is not allowed.

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 director 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 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.**
- A13.2 The bid shall not be qualified by the bidder's own conditions of payment.

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

SECTION B

SCOPE OF SERVICE AND PERFORMANCE SPECIFICATIONS

B1 OBJECTIVE/PURPOSE

Interested entities are invited to submit bids for the provision of professional and high-quality cleaning services to at Trade Fair grounds during the **OATF 2024**; and as defined herein.

B2 CLEANING SERVICES WITHIN THE STRUCTURE

Cleaning services would be exercised upon a decision of the OTFS and/or OATF Preparatory Committee of which its scope of responsibilities and expectations are as defined herein.

B3 DESCRIPTION OF SERVICE AREA AND ACCESSES

B3.1 Service Area A: Offices and Halls

- Entrance Foyer
- OATF Offices and Information Centre
- Conference Hall and adjacent rooms
- OATF Official Opening Ceremony Tents
- Queen Hall
- King Kauluma Hall
- Headman Hall and
- Fisheries Hall

B3.2 Service Area B: Toilets and other facilities

- VIP Ablution facilities (adjacent to the Conference Hall)
- Toilets (adjacent to the Offices)
- Police/Security Ablution Facilities
- Ablution facilities at the Entertainment Kiosks area
- Ablution facilities at between the DBN office unit and the KK Hall)
- Ablution facilities at MTC Entrance Gate including the ticket booth.
- Ablution facilities at STANDARD BANK Gate, including the ticket booth.

B3.3 Service Area C: Fair Grounds

- Entire Fair Grounds and Open Spaces
- SME Tent
- Entertainment Tent
- Entertainment Kiosks area
- Parking areas including the entry gates
- Space between Trade Centre, the main road and Trustco Office (Area outside and around the grounds).
- Space between Trade Centre and Seven Valley B&B, Etuna Guest House, and Fortune Aluminium (Area outside and around the grounds).
- Space between Trade Centre, and the road leading to the Standard Bank Gate (Area outside and around the grounds).
- Agriculture Exhibition Area.

B4 CONTRACT PERIOD

B4.1 The Service Provider shall be appointed for a contract period of 12 days.

B4.2 The Service Provider will be responsible for operating the Service Area from Wednesday, 21 August 2024 starting at 08h00 and ending on Sunday, 01 September 2024, at 15h00.

B5 OPERATIONS, MEETINGS, INSPECTIONS AND ESTABLISHMENT

- B5.1** 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.
- B5.2** During the execution of the Contract, the Service Provider and a representative of the OTFS and/or OATF Preparatory Committee shall meet every day. The meetings shall be convened by the representative of OTFS and/or OATF Preparatory Committee.
- B5.3** 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.
- B5.4** 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.
- B5.5** The Service Provider shall provide all the necessary assistance to the official in the performance of such inspections.

B6 SERVICE PROVIDERS HUMAN AND RESOURCE ALLOCATION

- B6.1** A minimum of fifteen (12) personnel/staff members are required for each service area.
- B6.2** The Service Provider shall ensure that at all times, all designated staff (with proper identification and Personal Protective Clothing); labour and equipment (including detergents and cleaning materials such as air fresheners/deo blocks and hand soaps for bathrooms) employed in the service area are available.

B7 REQUIRED SCOPE OF THE ACTIVITY TASKS OPERATION

- B7.1** The expected activity tasks include,
- Wash & polish/wax the entrance foyer.
 - Cleaning/vacuuming all carpeted area (all carpeted halls).
 - Cleaning all carpets, chairs, window blinds.
 - Sweeping the fair grounds' surrounding inside the yard (removing unwanted papers and plastics; and sweeping all interlocked areas).
 - Cleaning all Ablution facilities.
 - Litter picking.
 - Reporting of all broken items as well as damages and losses of properties.
- B7.2** TAKE NOTE THAT, the Contractor shall further take strict but reasonable measures to operate the Service Area so as to reduce and, where possible, prevent nuisances such as: -
- Unpleasant Odour
 - Litter
 - Uncontrollable noise

B7.3 The Contractor shall supply detergents and the following cleaning materials:

- Toilet Papers
- Air fresheners/deo blocks
- Hand soaps and
- Waste drums
- Paper Towels Rolls (multipurpose Hand Paper Garage Roll Towel used on paper towel dispenser stands)

TAKE NOTE THAT, the Contractor shall further take strict measures to ensure that the above detergents and cleaning materials are in ALL the ablution facilities at all times. Failure to supply and/or to ensure that suitable and appropriate detergents and cleaning materials are in place as specified in the bidding document, the bidder shall be penalised.

B7.4 The Service Provider shall maintain all aspects of the Service Area in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item.

B8 PAYMENT

B8.1 The Service Provider shall be paid the fixed amount as per the agreed amount upon receipt of an invoice at the end of OATF 2024.

B8.2 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.

B9 PENALTIES

B9.1 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) Any expenses incurred by OTFS and/or OATF Preparatory Committee to provide toilet papers, Air fresheners/deo blocks, hand soaps, waste drums and paper towels rolls that the contractor failed to provide.
- c) 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.
- d) Theft (equivalent to actual costs).

B10 POST CONTRACT EVALUATION REPORT

After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

B11 COMPULSORY DOCUMENTS TO BE SUBMITTED

- B11.1 Certified copy of company registration certificate
- B11.2 Documentary proof of previous work-related experience (Strictly Cleaning Work)
- B11.3 Documentary proof of availability of equipment.
- B11.4 Personnel / staff deployment plan.
- B11.5 Certified copies of at least three (3) reference letters for cleaning contract works.

SECTION C
PRICE SCHEDULE/BILL OF QUANTITIES (if applicable)

C1 SERVICE AREA A

C1.1 Offices and Halls

- Entrance Foyer
- OATF Offices and Information Centre
- Conference Hall and adjacent rooms
- OATF Official Opening Ceremony Tents
- Queen Hall
- King Kauluma (KK) Hall
- Headman Hall and
- Fisheries Hall including the ablution facilities inside the hall

C1.2 Description of Service

- Picking up and removal of unwanted papers, plastics and any other waste.
- Cleaning of the entrance glass doors every day; AND
- Cleaning all windows; AND
- Cleaning and sweeping of the Entrance Foyer at all times.
- Washing, moping and sweeping of all the halls every day.
- Vacuuming all carpeted areas every day.

C1.3 Description of required ex-stock cleaning equipment, materials and consumables, including specifications of the proposed cleaning materials and consumables

- Industrial Vacuum Cleaners with clean air filters
- Rubbish carts
- Pressure washer, dusters, brooms, brushes, buckets and mops
- Liquid detergents and cleansing material for the cleaning of office equipment and furniture, glass panes, polish/wax for the entry foyer etc.
- Supply of one (1) wastepaper black plastic bag to each exhibition stands every day.
- Supply of appropriate waste containers (boxes) at the entrance of the halls and at strategic places within the halls.
- Supply and ensure availability of toilet paper in the ablution facility inside the Fisheries Hall.
- Emptying and/or disposal of waste from the service area into the appropriate bulk waste containers that are available at the Trade Fair Centre.

C1.4 BID PRICE

Bid Price – Service Area A	N\$
VAT (If applicable)	N\$
Total Bid Price	N\$

Total Bid Price in words:

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C1.5 COMPANY PROFILE

C1.5.1 State the primary business activities of the company

C1.5.2 Description of past experiences

C1.5.3 Name and Contact Details of References:

<u>Reference 1:</u>	<u>Reference 2:</u>
<u>Reference 3:</u>	<u>Reference 4:</u>

C1.5.4 Description of Personnel Protective Clothing and Identification of Personnel

C1.5.5 List of Equipment/tools/implements to be deployed for Service Area A

No.	Name/Description of Equipment/Tools/Implements	Owned/Hired
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C1.6 PLEASE SUBMIT A PERSONNEL / STAFF DEPLOYMENT PLAN FOR SERVICE AREA A

C2 SERVICE AREA B

C2.1 Toilets and other facilities

- VIP Ablution facilities (adjacent to the Conference Hall)
- Ablution Facilities (adjacent to the Offices)
- Police/Security Ablution Facilities
- Ablution facilities at the Entertainment Kiosks area
- Ablution facilities at between the DBN office unit and the KK Hall)
- Ablution facilities at MTC Entrance Gate including the ticket booth.
- Ablution facilities at STANDARD BANK Gate, including the ticket booth

C2.2 Description of Service

- Cleaning of all ablution facilities with appropriate detergents every day,
- Cleaning of MTC Gate Building including ablution facilities
- Cleaning of Standard Bank Building including ablution facilities
- Picking up and removal of unwanted papers, plastics and any other waste in and surrounding the ablution facilities.
- Emptying and/or disposal of waste from the service area into the appropriate bulk waste containers that are available at the Trade Fair Centre.

C2.3 Description of required ex-stock cleaning materials and consumables, including specifications of the proposed cleaning materials and consumables

- Pressure washer, dusters, brooms, brushes, buckets, and mops
- Liquid detergents and cleansing material for the cleaning of ablution facilities (floors, tiles, washbasins toilet bowl, urinals etc.).
- Supply of toilet paper rolls for all 34 toilets always.
- Supply of air fresheners/deo blocks for the 12 VIP toilets (Conference Hall) at all times.
- Supply of hand soap for all 34 toilets at all times (please specify the brand to be used).
- Supply of appropriate detergent every day.
- Supply of hand towels for all 34 toilets at all times. Paper Towels Rolls (multipurpose Hand Paper Garage Roll Towel used on paper towel dispenser stands)

C2.4 SPECIFICATIONS OF MATERIALS OFFERED

General Specifications	Details of offer (Manufacturer, supplier, brand, product name, ingredients (if applicable),
Liquid detergents and cleansing material for the cleaning of ablution facilities floors,	
Liquid detergents and cleansing material for the cleaning of ablution facilities wall tiles and washbasin,	
Liquid detergents and cleansing material for the cleaning of ablution facilities toilet bowls and urinals etc.	
2 Ply Toilet Paper Rolls	
Air fresheners/deo blocks for the 12 VIP toilets (Conference Hall) at all times.	

General Specifications	Details of offer (Manufacturer, supplier, brand, product name, ingredients (if applicable),
Hand Washing Soap (please specify the brand to be used).	
Hand Towels / Paper Towels Rolls (multipurpose Hand Paper Garage Roll Towel used on paper towel dispenser stands)	

C2.5 BID PRICE

Bid Price – Service Area B	N\$
VAT (If applicable)	N\$
Total Bid Price	N\$

Total Bid Price in words:

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C2.6 COMPANY PROFILE

C2.6.1 State the primary business activities of the company

C2.6.2 Description of past experiences

C2.6.5 List of Equipment/tools/implements to be deployed for Service Area B

No.	Name/Description of Equipment/Tools/Implements	Owned/Hired
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C2.7 PLEASE SUBMIT A PERSONNEL / STAFF DEPLOYMENT PLAN FOR SERVICE AREA B

C3 SERVICE AREA C

C3.1 Fair Grounds

- Entire Fair Grounds and Open Spaces
- SME Tent
- Entertainment Tent
- Kiosks area
- Parking areas including the entry gates
- Space between Trade Centre, the main road and Trustco Office (Area outside and around the grounds).
- Space between Trade Centre and Seven Valley B&B, Etuna Guest House, and Fortune Aluminium (Area outside and around the grounds).
- Space between Trade Centre, and the road leading to the Standard Bank Gate (Area outside and around the grounds).
- Agricultural Exhibition Area.

C3.2 Description of Service

- Picking up and removal of unwanted papers, plastics, and any other waste on the entire Fair grounds (including the parking area);
- Sweeping of the entire interlocked area.
- Cleaning the SME Tent and Entertainment Tent.
- Cleaning the area between the Trade Fair Centre and the surrounding roads and properties.
- Emptying and/or disposal of waste from the service area into the appropriate bulk waste containers that are available at the Trade Fair Centre.

C3.3 Description of required ex-stock equipment, cleaning material and consumables, including specifications of the proposed cleaning materials and consumables

- Supply of thirty (30) waste drums (75-90 liter capacity) to be deployed at all strategic places.
- Supply of one (1) black wastepaper bag to each of the thirty-four (34) refreshment kiosks daily
- Supply of thirty (30) black wastepaper bags daily in the SME Tent
- Supply of one (1) black wastepaper bag to each of the Open Space Exhibitors daily (approximately 100).
- Rubbish carts
- pressure washer, dusters, rough-surface push brooms, brushes, buckets, and mops
- liquid detergents and cleansing material for the SME Tent.

C3.4 BID PRICE

Bid Price – Service Area C	N\$
VAT (If applicable)	N\$
Total Bid Price	N\$

Total Bid Price in words:

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C3.5 COMPANY PROFILE

C3.5.1 State the primary business activities of the company

C3.5.2 Description of past experiences

C3.5.3 Name and Contact Details of References:

<u>Reference 1:</u>	<u>Reference 2:</u>
<u>Reference 3:</u>	<u>Reference 4:</u>

C3.5.4 Description of Personnel Protective Clothing and Identification of Personnel

C3.5.5 List of Equipment/tools/implements to be deployed for Service Area C

No.	Name/Description of Equipment/Tools/Implements	Owned/Hired
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C3.6 PLEASE SUBMIT A PERSONNEL / STAFF DEPLOYMENT PLAN FOR SERVICE AREA C

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

Details of Technical & Financial Evaluation Criteria	
Description of criteria	Proportional value in %
Company Profile and Experience (Marks for the criterion and sub-criteria to be inserted by the Employer)	
Sub Total (A)	35
Site Management and Organization / Methodology and Management Approach (Marks for the criterion and sub-criteria to be inserted by the Employer)	
Methodology and site management for efficient cleaning services Organization of resources and resource persons Organizational chart & Key personnel or personnel / staff deployment plan	
Sub Total (B)	20
Logistics (Marks for the criterion and sub-criteria to be inserted by the Employer)	
Details of equipment and cleaning strategy for routine cleaning and contingencies. Means of identification of cleaning personnel (uniform, badge, identity card etc)	
Sub Total (C)	10
TOTAL MARKS-Technical (A+B+C)	65
TOTAL BID PRICE	35
TOTAL	100

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

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 and 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: OTFS
Private Bag 5549, **ONGWEDIVA**
Tel: 065-233700; Fax: 065-230521

E-Mail: ongwetrade@iway.na / info@oatf.com.na

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"¹ 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"² 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"³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

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

² 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.

³ 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.

(iv) "coercive practice"⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence 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

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

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: ongwetradefair@iway.na / info@oatf.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.
- Prices shall be fixed and inclusive of all taxes, end-of-the year bonus 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 2024, subject to the Employer obtaining the invoice and accompanying documents as required by the Employer not later than the 11th of September 2024.
- 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]*

[Authorized Representative]

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

[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

[Name of Authorized Representative]

[Signature of Authorized Representative]

[Witness]