



## INVITATION TO BID

<b>REFERENCE NO.:</b>	OTFS 27/2024
<b>DESCRIPTION:</b>	ELECTRICITY UPGRADE AND MAINTENANCE SERVICES: OATF 2024
<b>BID CLOSING:</b>	TUESDAY, 21 MAY 2024 AT 14H30, ONGWEDIVA TRADE FAIR CENTRE
<b>BID BRIEFING:</b>	FRIDAY, 10 MAY 2024 AT 11H30, ONGWEDIVA TRADE FAIR CENTRE CONFERENCE HALL
<b>LEVY:</b>	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, "**ELECTRICITY UPGRADE AND MAINTENANCE 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](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. 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 shall 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 Ongwediva Trade Fair Society and/or OATF Preparatory Committee.
- 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 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 and/or OATF Preparatory Committee 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 condition of payment.

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

## **SECTION B SCOPE OF SERVICE AND PERFORMANCE SPECIFICATIONS**

### **B1 OBJECTIVE/PURPOSE**

The objective/purpose of the bidding process is to procure the servicers of suitably qualified and experienced electrical contractors based and operating in Oshana Region, for electricity upgrades and maintenance services at Ongwediva Trade Fair Centre before, during and after the hosting of Ongwediva Annual Trade Fair (OATF) 2024 event.

### **B2 ELECTRICITY UPGRADES AND MAINTENANCE SERVICES**

The works shall provide for complete services in accordance with the specifications and to the satisfaction of OTFS and/or OATF Preparatory Committee or its representative and shall include all items necessary for the completion of the service in its entirety, whether specified in detail or not. No extra cost will be considered for the provision of this service unless specifically detailed by the electrical contractor in a covering letter submitted with his bid. The electricity upgrades and maintenance services shall be exercised upon a decision of the Ongwediva Trade Fair Society, duly represented by Ongwediva Annual Trade Fair (OATF) Preparatory Committee of which its scope of responsibilities and expectations are as defined herein.

### **B3 DESCRIPTION OF SERVICE AREA AND ACCESSES**

The service area is exclusively the Ongwediva Trade Fair Centre, located at the corner of MR 92 and Valley Street, Erf 5625, Ongwediva Extension 12. The site is accessible both from MR 92 (Nedbank Gate) or Valley Street (MTC Gate) or through the Standard Bank Gate.

Ongwediva Trade Fair Centre consist of the following: DNB Office Building, Offices, Conference Hall, four (4) Exhibition Halls, Entertainment Kiosks, Restaurant, Ablution Blocks, Cattle Pens and a vast open space both for open air exhibitions and parking purposes.

Before and for the duration of OATF, Tents and temporary structures are erected and connected to the electrical reticulation network of the Centre.

Electricity infrastructure consist of a 500kVA mini-sub, underground reticulation, outdoor kiosks, wired buildings and separate DB's, street lights and floodlights.

### **B4 CONTRACT PERIOD**

B4.1 The successful bidder shall be appointed for a contract period spanning from date of appointment for electrical upgrades through to the period before the Official Launch to the period before, during and after OATF 2023 event.

B4.2 The successful bidder shall be responsible for electrical maintenance and standby duties of the Service Area from Monday, 26 August 2024 starting at 08h00 and ending on Sunday, 01 September 2024.

## **B5 OPERATIONS, MEETINGS, INSPECTIONS AND ESTABLISHMENT**

- B5.1** Unless otherwise agreed upon, daily operating hours will be between **08:00 till late** (in order for the Service Provider not to disturb operations at unreasonable times); or alternatively for the Contractor to carry out maintenance work 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 or as regular as possible. 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 suitably experienced and qualified and 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 successful bidder shall provide all the necessary assistance to the official in the performance of such inspections.

## **B6 SERVICE PROVIDERS HUMAN AND RESOURCE ALLOCATION**

- B6.1** The successful bidder shall ensure that at all times, all designated staff (with proper Identification and Personal Protective Clothing) employed at the service area are available.
- B6.2** The successful bidder shall deploy suitably qualified, registered and experienced artisans at the Service Area for electrical upgrades and maintenance works during the contract period.

## **B7 REQUIRED SCOPE OF THE ELECTRICITY UPGRADE AND MAINTENANCE SERVICES**

- B7.1** The expected tasks include but not limited to the following activities, if needed:
- Installation of electrical services to existing site – Ongwediva Trade Fair Centre;
  - Site reticulation – maintenance and replacement;
  - Area Lighting – rehabilitation and extension;
  - Additional plugs and circuits;
  - Additional distribution kiosks;
  - Wire ways for plugs, luminaires and DB's;
  - Complete lighting installation, including conduits, cabling, light points, light switches and light fittings;
  - Complete electrical power installation, including conduit, socket outlets, cabling, power points and complete DB's. Circuit breaker details (types and sizes) for each Distribution Board is specification on the wiring diagrams;
  - Complete system earthing, consisting of electrical earth and lightning protection;

- The successful bidder shall acquaint himself with the position of the existing services and infrastructure prior to commencing the installation. He will be held responsible for damages to any existing services and will be responsible for the cost of repairs. Damage to existing services shall be reported immediately to the responsible authority or to the OTFS and/or OATFPC;
- Testing of all switched socket outlets (SSO), earth leakages, light circuits for functionality prior to the commencement of the event;
- The successful bidder will be required to test all electrical equipment that shall be brought in by exhibitors to ascertain that such equipment are in good working conditions and does not pose a risk;
- **The successful bidder shall distribute a power demand form that will be completed by all exhibitors that will require maximum power and ensure that the exhibitor has signed the form for payment purposes.**

B7.2 TAKE NOTE THAT, the successful bidder shall further take strict but reasonable measures to operate the Service Area so as to reduce and, where possible, avoid accidents and inconveniences.

B7.3 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 successful bidder shall be paid an amount as per the calculated final account based on the price schedule herein and after successful execution of the duties as defined herein to the satisfaction of OTFS and/or OATF Preparatory Committee 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) 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).

## **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 (credible reference letters, duly certified) of previous work-related experience (Strictly electrical works on a large scale)
- B11.3 Documentary proof of availability of equipment.
- B11.4 Personnel / staff deployment plan.
- B11.5 Certified copies of at least five (5) reference letters for electrical work (installation, operation, maintenance on a large scale).
- B11.5 Certified copies of electrical qualifications of the lead personnel.
- B11.7 Certified copy of Registration with NORED Electricity (Pty) Ltd as an Electrical Contractor (MV).

### **PLEASE TAKE NOTE:**

**FUIURE BY THE BIDDER TO PROVIDE ANY OF THE COMPULSORY DOCUMENTS ABOVE, SHALL RENDER THE BID INVALID LEADING TO DISQUALIFICATION FROM FURTHER EVALUATION OF THE FINANCIAL PROPOSAL.**



**SECTION C  
EVALUATION CRITERIA**

**C1 SCORING SCALE**

C1.1 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.

C1.2 Scoring shall be determined on the basis of the information provided herein by the bidder taking into consideration the criteria as elaborated herein and the bid price.

Details of Technical & Financial Evaluation Criteria	
Description of criteria	Proportional value in %
<b>Company Profile and Experience (Marks for the criterion to be inserted by the Employer)</b>	
<b>Sub Total (A)</b>	<b>35</b>
<b>Site Management and Organization / Methodology and Management Approach (Marks for the criterion to be inserted by the Employer)</b>	
Methodology and site management for electrical upgrade and maintenance. Organization of resources and resource persons Organizational chart & Key personnel or personnel / staff deployment plan	
<b>Sub Total (B)</b>	<b>20</b>
<b>Logistics (Marks for the criterion to be inserted by the Employer)</b>	
Details of equipment 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>

C1.3 The above evaluation criteria shall be applied to all participating bidders who have met all the requirements as outlined under B11, to determine the bid offering the Best Economic Advantage per Service Area.

C1.4 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.

C1.5 Ranking of the bids shall be made in the order of the highest marks after adding the technical score to the financial score.

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

**DI LIST OF MANPOWER TO BE DESIGNATED**

- D1.1 The bidder is requested to furnish the following particulars. Failure to do shall result in the tender being disregarded.
- D1.2 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):	

**D2 RELATED WORK EXPERIENCE**

- D2.1 The bidder must insert in the space provided below, a list of relevant contracts completed by him during the past five (5) years, or contracts at present under construction/maintenance by his firm.
- D2.2 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	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

**D3 TEST AND OTHER EQUIPMENT (Please Specify)**

D3.1 The bidder must state below, tools and equipment available for the works as described herein.

<b>TEST EQUIPMENT</b>	<b>DESCRIPTION, SIZE, CAPACITY</b>	<b>QUANTITY</b>
Voltmeter		
Ammeter		
5000V Megger		
Phase rotation tester		
Earth resistance tester kid		
Generator (Type/Model)		
Electrical Drill		
Crimping Tool		
Extension Ladder		
Measuring Wheel		
Hand Tools		
Other: Specify		
Other: Specify		
Other: Specify		
Other: Specify		

**SECTION E**  
**SCHEDULE OF PRICES – FINANCIAL PROPOSAL**

**E1 PREAMBLE TO THE BILL OF QUANTITIES**

- E1.1 This Provisional Bills of Quantities forms part of and must be read in conjunction with the Drawings, Specifications and Tender 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.
- E1.2 The rates and prices inserted in the Provisional Bills of Quantities shall (unless otherwise specified), include for
- Supply, delivery, off-loading
  - Storage, handling, cleaning
  - Installation, commissioning, testing
  - Maintenance
  - Overhead charges
  - Profit
  - General liabilities
  - obligations
  - Risks
  - Any levies or duties
  - Value Added Tax - EXCLUDED and ADDED AT THE END OF THE BILL OF QUANTITIES
- E1.3 The overhead charges and profit shall be spread proportionally over the rates of the relative items of the Provisional Bills of Quantities. The Contractor shall have no claim for any further payment in respect of any work or method of execution that may be described or implied in the contract apparently no corresponding item is given in the Provisional Bills of Quantities.
- E1.4 Only major items have been scheduled in the Provisional Bills of Quantities but the work shall be provided complete and all items necessary for completion of the service in its entirety shall be allowed for and provided by the Contractor, whether specified in detail or not, and no extra price will be considered for the provision thereof unless detailed by the Contractor in the covering letter submitted with this tender.
- E1.5 General directions and description of plant, equipment, materials and work given in the specification are not repeated in the Provisional Bills of Quantities and reference shall be made to the Specifications, Tender Documents and Drawings for this information.
- E1.6 The short descriptions given of payment items in the Schedule of Rates and the Provisional Bills of Quantities are only for the purpose of identifying the items and providing specific details. Reference shall be made, inter alia, to the Drawings, Project Specification, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of the work entailed under each item.
- E1.7 Bidders are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.

- E1.8 No alteration, erasure or addition is to be made in the text of the Provisional Bills of Quantities. Should any alteration, erasure or addition be made, it will not be recognized but the original wording of the Provisional Bills of Quantities will be adhered.
- E1.9 MISTAKES MADE BY THE BIDDER IN THE COMPLETION OF THE BILL 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.
- E1.10 **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 tendered 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.
- E1.11 Subject to the conditions stated in paragraph 10 below, 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 tender 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.
- E1.12 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 Contractor 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.
- E1.13 This Schedule contains pages numbered consecutively. Before the Prospective Contractor submit his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the Schedule contains any obvious errors, he should apply to the Engineer at once and have same rectified, as no liability whatsoever will be admitted by the Engineer in respect of errors in tender due to the foregoing.
- E1.14 All rates and sums of money quoted in the Provisional Bills of Quantities must be in Namibian Dollars.
- E1.15 Prospective Contractors shall allow in their tendered rates and prices for payment and recovery items all but excluding VAT. Value Added Tax on all items to which this tax is applicable is added separately. Prospective Contractors shall include for Value Added Tax on the closing date of tenders and no claims on the grounds of increases in Value Added Tax will be considered after closing of tender.
- E1.16 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.

**SECTION F  
SCHEDULE OF PRICES – BILL OF QUANTITIES**

**ELECTRICAL MAINTENANCE BEFORE, DURING AND AFTER OATF 2023 EVENT**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
<b>1</b>	<b><u>SECTION 1</u></b> <b>PRELIMINARY AND GENERAL</b>						*****
	<b>General P and G's</b>						*****
<b>1.1</b>	<b>Equipment and Tools</b>	<b>Sum</b>	<b>1</b>				
<b>1.2</b>	<b>Transport</b>	<b>Sum</b>	<b>1</b>				
	<b>Carried forward to BID SUMMARY</b>					<b><u>TOTAL</u></b>	<b>N\$</b>



	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
2	<b>SECTION 2:</b> <b>AREA Distribution KIOSKS</b>						***** *
2.1	<b>Outdoor KIOSK INSTALLATION</b> All kiosk to be equivalent or equal approved to the type GOLNIX fibreglass kiosk. - Complete with root-base. <i>Alternatives to be offered separately.</i>						***** *
a	Repair Fibre Glass Kiosks	No	2				
2.2	Local Kiosk light						***** *
a	1x B10 with 2 PL9 lamp (with automatic internal bulb photocell) connected to a 10A CB inside the kiosk. - Complete installed.	No	1				
2.3	<b>SWITCHGEAR - Main Distribution Section / install in existing kiosk</b> <b>SWITCHGEAR - Sub-distribution Section of Main Distribution Board.</b> SP=Single Pole, DP=Double Pole, TP=Three Pole; MCB=Miniature Circuit breaker						***** *
a	100A TP 10kA Isolator -	No	1				
b	60A, 5kA, Three Phase - TP / ELU 30mA - Earth Leakage unit with circuit breaker combination	No	1				

c	60A, 5kA, 1 Phase - SP / ELU 30mA - Earth Leakage unit with circuit breaker combination	No	1				
d	20A, 5kA, TP MCB	No	1				
e	30A, 5kA, SP MCB	No	1				
f	20A, 5kA, SP MCB	No	1				
g	10A, 5kA, SP MCB	No	1				
h	Surge Diverter - 10kA, 400V Arrester	No	1				
	Carried forward to SUMMARY					<u>SUB -</u> <u>TOTAL</u>	N\$

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
3	<b><u>SECTION 3:</u></b>  <b><u>Extension and Upgrade - KK / Headman / Queens HALL</u></b>						***** *****
3.1	<b>LIGHT CIRCUITS</b>						***** *****
a	Light Outlet Points (Round Outlet box - c/w wires and connections): Install 1 new light circuit and connect new lights to the circuit. - Wire on existing roof trusses, using bosal tubing, painted in truss matching colour. Including cable and wiring from existing DB.	No	1				Rate Only for Qty = 1
b	Install 1 way 1 lever 16A wall mounted switch, to control the above light circuit.	No	1				Rate Only for Qty = 1
c	Install 1x 10A CB for above light circuit.	No	1				Rate Only for Qty = 1
d	Bulb replacement - Replace 1x 58W tube (fluorescent warm white) in existing defective lamp.	No	1				Rate Only for Qty = 1
e	Bulb replacement - Replace 1x 60W (PL9 bulb) in existing defective lamp. (Queens Hall =10, Toilets=14)	No	1				Rate Only for Qty = 1

3.2	PLUG CIRCUITS						*****
	Add NEW and ADDITIONAL plug circuits to existing plug circuits. New plug points shall be wired from the roof trusses (top-down) and connected to the existing DB.						***** **
a	Replace 1x 16A Double Pole - DSSO - surface mount, complete installed and connected to NEW circuit.	No	24				
b	Replace 1x 16A Single Pole - SSSO - surface mount, complete installed and connected to NEW circuit.	No	32				
c	Replace / Install 1x 30mA ELU in existing DB	No	4				
d	Trace defective circuit tripping on earth leakage, and repair (time based only) per DB	Item	4				
3.3	Labelling						*****
	All labels shall be manufactured from embossed plastic and rivetted in place or inserted into label holders as applicable. All names and descriptions for labels shall be as indicated on engineers single line diagrams or as standard practice.						*****
a	Label for distribution board name (MDB, SDB) Label: 15mm high black letters on white background Position: On outside, top centre of distribution board	No	1				Rate Only

b	Label for main switch (SWITCH OFF IN CASE OF EMERGENCY) Label: 5mm high red letters on white background Position: Below, centre or next to main switch	No	1				Rate Only
c	Labels for switchgear (Lights, Plugs, Stove etc.) Label: 5mm high black letters on white background Position: Below, centre of switchgear	No	1				Rate Only
d	Label for feeder Label: 5mm high black letter on white background. Position: Inside tray on MCB close to wiring connection.	No	0				Rate Only
Carried forward to SUMMARY						<u>SUB</u> -	N\$
						<u>TOTAL</u>	

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
4	<b><u>SECTION 4:</u></b>  <b><u>Extension and Upgrade - AREA and STREETLIGHTS</u></b>						*****
4.1	Streetlighting section - Control						*****
a	3x40A SP feeder / Main Incomer isolator 60A TP / 40A contactor / SL control - daylight switch - fixed lux, bypass - complete installed - 10KA - installed in existing kiosk.	No	1				Rate Only for Qty = 1
b	Area light - 400W Flood Lights + Bulbs complete installation	No	1				Rate Only for Qty = 1
c	Single Flood light fitting 100W LED -	No	1				Rate Only for Qty = 1
d	Single Flood light fitting 150W - HPS / MV	No	1				Rate Only for Qty = 1
e	Area light - B10 Lights with PL9 Bulb - Wall mounted (Queens Hall =35, Kitchen=7)	No	1				Rate Only for Qty = 1
f	Area light - 5 ft Moisture Proof Fluoresant Light	No	1				Rate Only for Qty = 1
g	Area light - 4 ft Moisture Proof Fluoresant Light	No	1				Rate Only for Qty = 1
h	Replace Daylight Switch for Floodlights	No	1				Rate Only for Qty = 1
i	Replace Light Heads for Area Lighting	No	1				Rate Only for Qty = 1
j	Replace Defective Area Light bulb - 70W HPS	No	1				Rate Only for Qty = 1

4.2	Cabling						
a	Streetlight cables - 4x4mm <sup>2</sup> Cu PVC SWA PVC PVC 600/1000V - c/w 4mm BCEW	m	1				Rate Only for Qty = 1
4.3	Trenching						
a	Install cable in 700mm deep, 400mm wide trench - complete backfilled and danger tape installed.	m	1				Rate Only for Qty = 1
4.4	Connection to existing luminaires						
a	Remove existing control of luminaires, and connect to new circuit - allow for termination on gland plate inside existing lamp pole.	No	1				Rate Only for Qty = 1
	Carried forward to SUMMARY					<u>SUB</u> -	N\$
						<u>TOTAL</u>	

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
5.	<b>SECTION: 5</b> Tents Electrical Installations (on arrival of Exhibitors)						*****
5.1	<b>OFFICIAL OPENING TENT</b>						*****
a	Install 5Ft fluorescent light fitting	No	5				
b	4mm x 4 core surfix cable. (m)	m	100				
c	Plug top.	No	1				
d	Ready board complete	No	1				
e	4x4 Double plug.	No	1				
5.2	<b>SME TENT</b>						*****
a	Install 5Ft fluorescent light fitting	No	5				
b	4mm x 4 core surfix cable. (m)	m	100				
c	Plug top.	No	1				
d	Ready board complete	No	1				
e	Industrial plug.	No	10				
5.3	<b>POLICE TENT</b>						*****
a	Install 5Ft fluorescent light fitting	No	1				
b	4mm x 4 core surfix cable. (m)	m	50				
c	Plug top.	No	1				
	Ready board complete	No	1				
	Carried forward to SUMMARY					<b>SUB - TOTAL</b>	N\$



	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
6.	<b>SECTION: 6</b> <b>STAND-BY DUTIES</b>						*****
6.1	<b>OFFICIAL LAUNCH AND GALA DINNER EVENING (Saturday, June 29, 2024)</b>	Hour	5		*****		
6.2	<b>STAND-BY DUTY DURING OATF 2024 (total for trade fair duration)</b>	Days	9		*****		
	<b>Carried forward to SUMMARY</b>					<b><u>SUB – TOTAL</u></b>	<b>N\$</b>

	Description	Unit	Qty	Total Rate	Total (Qty*Total)
7.	<b><u>SECTION: 7</u></b> <b>STAND-BY GENERATOR</b>				*****
7.1	Provision of a Stand-by Generator, minimum 17 kVA (Total for Trade Fair duration)	Hour	5		
Carried forward to SUMMARY				<b><u>SUB – TOTAL</u></b>	N\$

<b>SUMMARY FOR THE BILL OF QUANTITIES</b>		
	DESCRIPTION	
1.	<b>SECTION 1</b> <b>PRELIMINARY AND GENERAL</b>	<b>N\$</b>
2.	<b>SECTION 2:</b> <b>AREA DISTRIBUTION KIOSKS</b>	<b>N\$</b>
3.	<b>SECTION 3:</b> <b>EXTENSION AND UPGRADE - KK / HEADMAN / QUEENS HALL</b>	<b>N\$</b>
4	<b>SECTION 4:</b> <b>RATES</b> <b>EXTENSION AND UPGRADE - AREA AND STREETLIGHTS</b>	<b>N\$</b>
5	<b>SECTION 5:</b> <b>TENTS ELECTRICAL INSTALLATIONS (ON ARRIVAL OF EXHIBITORS)</b>	<b>N\$</b>
6.	<b>SECTION 6:</b> <b>STAND-BY DUTIES</b>	<b>N\$</b>
7.	<b>SECTION 7:</b> <b>STAND-BY GENERATOR RATE</b> <b>(TOTAL FOR TRADE FAIR DURATION)</b>	<b>N\$</b>
	<b>SUB TOTAL (excluding VAT)</b>	<b>N\$</b>
	<b>15% VAT on Sub-Total</b>	<b>N\$</b>
	<b>TOTAL FOR ELECTRICITY UPGRADE AND MAINTENANCE</b> <b>- CARRIED FORWARD TO FRONT COVER</b>	<b>N\$</b>

**ANNEXURE AA 1**

**FORM OF CONFIRMATION OF OFFER**

Having examined the invitation for Electricity Upgrade and Maintenance Services, I/we offer to provide Electrical Services to the Ongwediva Annual Trade Fair 2023 as fully described herein and in conformity with all the specified requirements, tariffs and rates and conditions of 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 herein taken as correct.

I/We agree to undertake the project 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 yourself 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 proposal shall remain valid for thirty (30) days from closing date for the submission of offers.

**Signed on behalf of the bidder:** .....

**Name of Company (Firm):** .....

**ANNEXURE AA 2**  
**(To be completed by successful contractor only.)**

**MEMORANDUM OF AGREEMENT**

Made and entered into and between

**ONGWEDIVA TRADE FAIR SOCIETY (OTFS)**

Herein represented by **REBEKKA HIDULIKA** in her capacity as Chairperson: Ongwediva Trade Fair Society and Ongwediva Annual Trade Fair Preparatory Committee (herein referred to as the "Employer")

**AND**

.....

Herein represented by ..... in his/her capacity as Director/Member/Owner/Representative of .....

.....

Duly authorised thereto by a resolution of the aforesaid company dated ..... certified copy of which is attached hereto and initialled by the parties for purpose of identification (hereinafter referred to as the "Contractor"),

**WHEREAS THE** Ongwediva Annual Trade Fair Preparatory Committee has extended an invitation for Technical and Financial Proposals for the provision of services: **"ELECTRICITY UPGRADE AND MAINTENANCE: OATF 2024.** (Hereinafter referred to as "the work") and has submitted a bid which has been accepted by the Employer; **NOW THEREFORE** is agreed as follows:

1.

In this agreement words and expressions shall have meaning as are respectively assigned to them in the "General Conditions of Contract."

2.

The letter of acceptance with reference number: .....

Dated: .....

And every document enumerated in the Schedule of Documents attached hereto and initialled by the parties for purpose of identification shall form and be read and construed as part of this agreement.

The "General Conditions of Contract" which are not attached to this agreement but which are kept in the office of the Engineer and the contract drawings, which shall be furnished separately, shall form and be read and construed as part of this agreement.

In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby undertakes to complete the work in conformity in all respects with the provisions of this agreement.

3.

The Employer hereby undertakes to pay the Contractor in consideration of the sums on the terms and in the manner set forth in the annexure to this agreement and the General Conditions of Contract.

THUS done and signed at .....For and on behalf of the

Contractor on this .....day of .....2023.

.....  
**CONTRACTOR**

**AS WITNESSES:**

1. .... 2. ....

**THUS** done and signed at ..... For and on behalf of the

Employer on this .....day of .....2023.

.....  
**CHAIRPERSON: OTFS**

**AS WITNESSES:**

1. .... 2. ....

## ANNEXURE AA 3

### 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: Ongwediva Trade Fair Society  
Private Bag 5549  
**ONGWEDIVA**

Tel: 065-233700; Fax: 065-230521

**E-Mail:** [ongwetradefair@iway.na](mailto:ongwetradefair@iway.na) / [info@oatf.com.na](mailto: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"<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

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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.



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 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

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

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@oatf.com.na](mailto: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 2023, subject to the Employer obtaining the invoice and accompanying documents as required by the Employer not later than the 10<sup>th</sup> of September 2023.
- 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.