



**REPUBLIC OF NAMIBIA**

**MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY**

## **PROCUREMENT MANAGEMENT UNIT**

### **Request for Sealed Quotations (Works)**

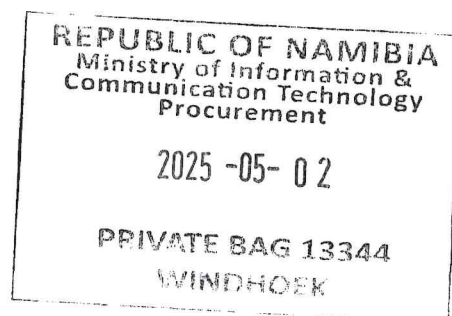
#### **Audio-Visual & Recording Equipment Installation:**

Audio-Visual & Recording Equipment Installation of the New Regional Offices at Mariental, Hardap Region for the Ministry of Information and Communication Technology.

**Procurement Reference No: W/RFQ/29-01/2025**

<b>Name of the Bidder:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	
<b>Total Bid Amount(NS):</b>	

Ministry of Information and Communication Technology  
301 Trust Building, Independence Avenue 2<sup>nd</sup> floor  
061 – 283 23408





**REPUBLIC OF NAMIBIA**

**MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY**

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**PROCUREMENT MANAGEMENT UNIT**

**Letter of Invitation**

**29 April 2025**

**To: All Bidders,**

Procurement Reference No: **W/RFQ/29-01/2025**

**Audio Visual & Recording Equipment Installation:**  
**Audio Visual & Recording Equipment Installation of the New Regional Offices at**  
**Mariental, Hardap Region for the Ministry of Information and Communication**  
**Technology.**

Dear Sir/Madam

The Ministry of Information and Communication Technology invite you to submit your best quote for the services described in detail hereunder. Any resulting contract shall be subjected to the terms and conditions referred to in the document.

For enquiries, please do not hesitate to contact the Procurement Management Unit at the following email: [pmu@mict.gov.na](mailto:pmu@mict.gov.na)

Please, prepare and submit your quotation (**by 10h00 on, 02 June 2025**), in accordance with the instructions given or inform the undersigned in writing if you will not be submitting your quotation.

Yours faithfully,



**MS. GERHARDA AMUTENYA**  
**HEAD OF PROCUREMENT MANAGEMENT UNIT**



## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of Public Entity**

The Ministry of Information and Communication Technology reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any bid or to cancel the bidding process; or
- (c) reject all bids at any time prior to contract award.

### **2. Preparation of Bids**

You are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration; and
- (b) the Priced Activity Schedule Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Invitation for Bid document, including the Special Conditions of Contract in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### **3. Validity of Bids**

The bid validity period shall be **120 days** from the date of bid submission deadline.

### **4. Eligibility Criteria**

To be eligible to participate in this Quotation exercise, you should:

- (a) have a valid certified copy of the founding statement or company Registration Certificate;
- (b) have an original/ certified copy of valid good Standing Tax Certificate;
- (c) have an original/ certified copy of valid good Standing Social Security Certificate;
- (d) have an original/ certified copy of valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) have a valid certified copy of certificate indicating SME Status;
- (f) Submit signed Bid-securing Declaration;
- (g) Submit an undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (h) Bidders should attach a CV of staff member who has 3+ years' experience and attach Qualifications/Training Certificates from accredited institutions in Audio-Visual & Recording equipment Installations;

- (i) Company whose bid is eligible for evaluation are those who strictly specialized in Audio-Visual & Recording equipment installations;
- (j) **Bid Restricted to SME's only that specialises in Audio-Visual & Recording Equipment Installation;**
- (k) Initialise all pages of the bidding document and sign where the signature is required.

#### 5. Bid Security/Bid Securing Declaration

Bidders are required to submit subscribe to a Bid Securing Declaration for this procurement process.

#### 6. Works Completion Period

The completion date for works shall be 02 September 2025 (As per main contract). Deviation in completion period shall be considered if such deviation is reasonable.

#### 7. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name at the back of the envelope.

#### 8. Submission of Bids

Quotations should be deposited in the Quotation/Bid Box located at **Ministry of Information and Communication Technology, Trust Building, Independence Avenue 2<sup>nd</sup> Floor**, not later than by **10h00 on Monday, 02 June 2025**. Quotations by post or hand delivered should reach **Ministry of Information and Communication Technology** by the same date and time at latest. Late quotations will be rejected.

Bids received by e-mail will not be considered.

#### 9. Bid Opening

Bids will be opened by the Ministry of Information and Communication Technology on **02 June 2025, 10h30**. Bidders or their representatives may attend the Bid Opening if they choose to do so. Bid opening will be done at the same venue the bid is submitted.

#### 10. Evaluation of Bids

The Public Entity shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated bid.

## 10.1 Evaluation of Criteria:

### Evaluation Methodology

Evaluation is going to be conducted by Bid Evaluation Committee (BEC) accordance to the following criteria as stated in table 1, 2, 3 and 4 in four phases. Bidders must meet the criteria of each phase in order to proceed to the next phase. Bidders who fail to meet the criteria will be disqualified.

#### Phase 1: Administrative Requirements

The Evaluation Committee will examine the bids to confirm that all documentary evidence establishing the Bidder's qualification requested in ITB 2-4 Clauses have been provided, and to determine whether bid comply with administrative requirements of the Bidding Document. A bidder that obtains a "NO" in any of the criteria shall be deemed non-responsive and will be disqualified.

#### Phase 2: Mandatory Documents

The eligibility criteria will be assessed based on a **Yes or No**. All bidders that pass with Yes in all the required documents as stated in table 1, will proceed to the next phase (phase 2 - technical evaluation). A bidder that obtains a "NO" in any of the criteria shall be deemed non-responsive and will be disqualified.

#### Phase 3: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in table 3 as per the weights stated therein. The total technical evaluation is out of 100 marks. For a bidder to proceed to the next phase (phase 4 – financial evaluation), the bidder must score 70 marks and above. Bidders who fail to achieve the required minimum score of 70 will be deemed as "technically non-responsive". Such bidders will be excluded from being considered for further evaluation.

#### Phase 4 Financial Evaluation

Bidders that has pass phase 1-3 will be subject for Financial Evaluation. Arithmetical Evaluation will be done at this phase and bids will be corrected as per 52(5) of the Public Procurement Act no 15 of 2015.

Bid will be awarded as follows: All Bidders amount who quoted within 10% above and 10% below will be added together and divided by the total number of qualified bids. The bidder whose amount is closest to the average will be awarded.

**Formula:**  $\text{Total amount of qualifying bids with the 10\% above and below} / \text{the number of qualified bids} = \text{Total bid Average.}$

Experience in avm and recording 1/4 years 5,

**Table 1: Administrative Evaluation**

#	DESCRIPTION	Yes/No
1.	Bidder has submitted the duly completed, signed, stamped, and dated Bid Submission Sheet Form;	
2.	Priced Bills of Quantities with black ink and nicely cancelled and initialled where a correction is made.	
3.	Bidder has submitted the duly filled in, signed, stamped, and dated Bid Securing declaration;	
4.	Bidder has submitted the duly filled in, signed, stamped, and dated Written Undertaking in Terms of Section 138;	
5.	Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so. (If/were Applicable) <b>NB: Note All Partners To Signed The Power Of Attorney Letter.</b>	
6.	Original and all copies of the bid are written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder	
7.	All pages of the bid, except for non-amended printed descriptive literature, are signed or initialled by the person signing the bid	
8.	Bid is written in English language	
9	Offered period of validity of the bid is in line with the period (120 days)	

**Table 2: Mandatory Requirements**

Qualification information is listed under Clause 13.1, sub-clauses (a), (b) and (d) as well as the relevant sections of the Bidding Documents that the Clause refer to.

Document Description	Yes/No
<ul style="list-style-type: none"> <li>A certified copy of proof of business (form/type) registration (depending on the type of business entity, proof can be either BIPA documents or a partnership agreement)</li> </ul>	
<ul style="list-style-type: none"> <li>An <b>original</b> (or certified copy) of a <u>Valid</u> Good Standing Certificate: Social Security Commission (SSC certificates are valid only for 1-month from date of issue unless stated otherwise)</li> </ul>	
<ul style="list-style-type: none"> <li>An <b>original</b> (or certified copy) of a <u>Valid</u> Certificate of Good Standing for Tax from the Ministry of Finance: Inland Revenue (the validity period of the tax certificate is stated in the document). If the bidder claims VAT on the price quoted, then the certificate of good standing for Tax provided must include the bidder's status on VAT)</li> </ul>	
<ul style="list-style-type: none"> <li>An <b>original</b> (or certified copy) of a Valid Affirmative Action Compliance Certificate, or exemption in terms of Section 42 of the Affirmative Action Act, 1998 (these certificates are valid for 12-months from date of issue unless stated otherwise)</li> </ul>	

<ul style="list-style-type: none"> <li>An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;</li> </ul>	
<ul style="list-style-type: none"> <li>An <b>original</b> (or certified copy) of valid certificate indicating SME Status,</li> </ul>	
<ul style="list-style-type: none"> <li>100% Namibian owned SME's only or the entities is registered in Namibia with no less than 51% equity owned by Namibian citizens of which no less than 30% is owned by previously disadvantaged persons</li> </ul>	
<ul style="list-style-type: none"> <li>Certified copy of Training Certificates in AudioVisual &amp; Recording Equipment of the person supervising the installation and proof that he/she is employed by the bidder.</li> </ul>	
<ul style="list-style-type: none"> <li>Company nature is the same as the one of the bid (Attach founding statement)</li> </ul>	

### 1. Technical Evaluation

In addition to the criteria listed in ITB 4 the following criteria shall apply:

#### (a) Adequacy of Technical Proposal

#### (b) Technical Evaluation

In addition to the criteria listed in ITB 4 the following criteria shall apply:

#### (a) Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements). For Bids to be deemed substantially responsive, in addition to the provisions of the Instructions to Bidders, the combined total score obtained from the different categories listed in the table below must be minimum 70 marks. Bids achieving a combined evaluation score below 70 marks will be deemed non-responsive and will not be further considered.

**Table 3: Technical Requirements**

S/ N	Description	Source of Verification	Scoring Notes	Scores(Points)	Total
1.	Relevant Experience: Proof of experience in Installation of similar works in the form of reference letters from clients or substantial completion certificates comprising fully or in part the following components:	Overall number of past related projects	$1 \leq 4$	5	30
			$\geq 5$	10	
		Number of past related projects (same nature) during the last three (3) years	$1 \leq 4$	5	
			$\geq 5$	10	
		Total value of completed projects during the last three (3) years	$\text{N\$ } 100\,000 \leq \text{N\$ } 2\,000\,000$	5	
			$\geq \text{N\$ } 2\,000\,000$	10	

2.	Key personnel (necessary staff with adequate qualifications, capability and experience to undertake the assignment)the foreman should have 5 years' experience other key staff members should at least have 2 years' experience	Foreman with necessary training certificates (attach CV).  2 Key personal CV attach with relevant experience in AV & Recording Equipment Installations.	Foreman with necessary training certificates in AudioVisual & Recording Equipment (attach certificates with CV. 2 key personal CV attached	10	10
			CV attached does not meet the requirement and the foreman does not have training certificates in AudioVisual & Recording Equipment installation	0	
3	<b>Material offered</b>	<b>Specification</b>	<b>Scoring Notes</b>	<b>Scores</b>	<b>Total</b>
	Full compliance with Specifications(Audio Visual & Recording Equipment)	Bill of Quantity/Company quotation	Full compliance	10	10
			Partially deviated but does not have any material effect	15	
			No compliance	0	
4	Programs of Works (project schedules)	Detailed work of program in form of a Bar chart showing detailed key tasks and time period.	Detailed work program attached	10	10
			Not detailed work program attached and	5	
			No work program attached	0	
6.	Company specialising only in Audio Visual & Recording Equipment Installation	Company Founding statement and previous work done	Company specialising in Audio Visual & Recording Equipment Installation or related	40	

			Company mainly do Audio Visual & Recording Equipment installation but also do other work	30	40
			Company not specializing in Audio Visual & Recording Equipment and is not in their nature of business	0	
				<b>Total</b>	<b>100</b>

**I Have read through the Evaluation Criteria and fully understand, for the criteria that I did not understand I seek clarity on the following date..... and was assist by.....**

<b>Name:</b>		<b>Signature:</b>	
<b>Position:</b>		<b>Date:</b>	

**a) Completion Date: 01 August 2025**

**b) Technical Alternatives:** Technical alternatives, if permitted , will be evaluated as follows: not applicable.

### **11. Qualification Criteria**

Bidders should submit documents in respect of the following, this should be read together with the Technical Requirements:

- (a) Average annual monetary value of AudioVisual & Recording Installations works performed over the last three (3) years.
- (b) experience in works of a similar nature and size, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (c) qualifications and experience of key site management and technical personnel proposed for the Contract.

### **12. Technical Compliance**

The Specification and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specification.

### 13. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

### 14. Margin of Preference

- a. The applicable margins of preference and their application methodology are as follows:

Category	Margin of preference
Manufacturer (not applicable)	2%
MSME	1%
Women owned enterprise	1%
Youth owned enterprise	2%
PDP owned enterprise	2%
Supplier promoting Environmental protection	1%
Service rendered by Namibian citizens	1%
TOTAL	10%

Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

Documentary evidence
-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant
SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
-IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
-declaration and proof that the bidder meets the requirements set out in the bidding document
declaration that the bidder employs 50% or more Namibian citizens

**Bidders are strongly encourage to complete the forms for seeking preference as per the Public Procurement Code of Good Practice.**

### **15. Award of Contract**

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and the General Conditions of Contract. Company will sign an agreement with the Ministry.

### **16 Performance Security**

Not Applicable

### **15 Notification of Award and Debriefing**

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within 30 days or once evaluation is completed. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

### **16. Fraud and Corruption**

16.1 It is the policy of the Government of the Republic of Namibia to require Public entities, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Government of the Republic of Namibia:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” 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” 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” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice” 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
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser’s 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

- (bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under sub-clause 4.2 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
- (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

16.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.

16.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.

16.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)

#### **17. Cost of Bidding**

17.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

#### **18. Site Visit/Pre-bid Meeting**

18.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

#### **19. Clarification of Bidding Documents**

19.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in the BDS. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 19.2 Bidders can seek clarity from the Ministry before or on the 30 November 2023, all clarify request will be responded in one document and be posted on the Ministerial website before or on the 03 December 2023.

**20. Amendment of Bidding Documents**

- 20.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 20.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 20.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 8 above

**21. Language of Bid**

- 21.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**22. Nonconformities, Errors, and Omissions**

- 22.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 22.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial nonconformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 22.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal

point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

## SECTION II: BID LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your bid with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RB prevail over any attachments. **If your bid is not authorised, it will be rejected.**]

Bid addressed to:	
Procurement Reference Number:	
Subject of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.

We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security / Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to [forfeiture of the security amount / disqualification on the grounds mentioned in the BD].

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 52 of the General Conditions of Contract, if we are awarded the contract or part thereof.

The validity period of our bid is \_\_\_\_\_ days [insert number of days] from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry date** of the bid validity.

Works will commence within **7 days** from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within \_\_\_\_\_ [Bidder to insert number] days from date of issue of Purchase Order/ Letter of acceptance.

**Bid Authorised by:**

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./E-mail	

**BID SECURING DECLARATION**  
**(Section 45 of Act)**  
**(Regulation 37(1)(b) and 37(5))**

**Date:** .....

**Procurement Ref No.:** .....

**To:** .....

I/We\* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We\* accept that under section 45 of the Act, I/we\* may be suspended or disqualified in the event of

- (a) **a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) **refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) **failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We\* be successful bidder; or**
- (d) **failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We\* understand this bid securing declaration ceases to be valid if I am/We are\* not the successful Bidder

Signed: .....

*[insert signature of person whose name and capacity are shown]*

Capacity of:

*[indicate legal capacity of person(s) signing the Bid Securing Declaration]*

Name: .....

*[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*[insert date of signing]*

Corporate Seal (where appropriate)

[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

***\*delete if not applicable / appropriate***



## Republic Of Namibia

### Ministry of Labour, Industrial Relations and Employment Creation

**Witten undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Public Procurement Act, 2015**

#### 1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

#### 2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description: .....

.....  
 .....  
 Anticipated Contract Duration: .....

Location where work will be done, good/services will be delivered: .....  
 .....

### 3. UNDERTAKING

I .....[insert full name], owner/representative

of .....[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*



**APPLICATION FOR PREFERENCE FORM IN TERMS OF PUBLIC PROCUREMENT  
CODE OF GOOD PRACTICE ON PREFERENCE, 31 JANUARY 2023**

**DATE**.....

**PROCUREMENT REF:** .....

**SUBJECT**.....  
.....  
.....

**TO: MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY**

**I/We owner of .....(company name) in terms of the Public Procurement Act no.15 of 2015, Code of Good Practice on preference hereby wishes to apply for exclusive preference in the following categories;**

*Please tick on the appropriate column:*

Tick	Category	Margin of preference	Documentary evidence to be attach
	Manufacturer	2%	-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant
	MSME	1%	SME registration certificate - Declaration indicating the percentage of Namibian MSME ownership
	Women owned enterprise	1%	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
	Youth owned enterprise	2%	- IDs of all shareholders - Founding statement/company registration indicating ownership

			structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
	PDP owned enterprise	2%	-IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
	Supplier promoting Environmental protection	1%	-declaration and proof that the bidder meets the requirements set out in the bidding document
	Service rendered by Namibian citizens	1%	declaration that the bidder employs 50% or more Namibian citizens
	TOTAL	10%	

*NB: Failure to attach the Documents Evidence and declaration will result in the application deemed invalid and will not be consider.*

*The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.*

*(Only applicable if applying for preference on code of good practices)*

## DECLARATION FORM

**I/We owner of ..... (company name) hereby declare:**  
 (Choose only were its applicable)

- .....% of my company shares are owned by Previously Disadvantage Person(PDP).
- .....% of my company shares are owned by youth. (age 15-30)
- .....% of my company shares are owned by women.
- **Employees ..... % Namibian citizen.**

*(Company must employ 50% more Namibian citizen)*

**Therefore, I would like to apply for exclusive preference in terms of the Public Procurement Act no.15 of 2015, Code of Good practice on preference ,2023.**

Signed

.....

...

[insert signature of person whose name and capacity are shown]

Capacity of:

.....

...

[indicate legal capacity of person (s)signing]

Name:

.....

...

Date .....

Company stamp

---

## SECTION III: STATEMENT OF REQUIREMENTS

**This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document.**

### 1 Technical Specifications

#### 1.1 Electricity system particulars

The materials supplied must be compatible with the electricity supply system.

##### **Low voltage system**

Voltage	400/240 V
Frequency	50 Hz
Neutral earthing	effective
Maximum fault current	15 kA

#### 1.2 Service provided by others

All wireways for the Audio Visual & Recording Equipment installation is provided by the electrical sub-contractor.

### 2 Material and Equipment Specification

#### NOTES:

Tenderers must tender for materials and equipment to be supplied and installed exactly according to specification.

In the Schedules, Specifications and Drawings, reference is made to materials and equipment which shall be preferred. This is for technical and standardisation reason. Similar alternatives may be offered in a covering letter. For the purpose of standardisation the Project Manager's decision as to which equipment shall be supplied shall be final.

#### **2.1 RECORDING SYSTEM.**

##### **2.1.1 General.**

All equipment must be equal to already installed equipment at other MICT offices.

A desktop computer, colour monitor, UPS, 4U cabinet, digital mixer, 2 off studio monitors and a subwoofer are basically required in the editing studio.

All auxiliary equipment shall form part of the Recording Systems contract.

Supply and install a 2kVA UPS. The UPS shall be rack mounted. The UPS shall power the computer, extra screen, mixer & studio monitors.

---

The following equipment have been installed at other MICT offices.

Supply equipment equal to the already installed equipment.

### **2.1.2 Computer.**

24-Inch iMac with Retina 4.5K Display:  
Apple M4 Chip with 10-Core CPU and 10-Core GPU,  
24GB RAM, 512GB SSD Storage

### **2.1.3 Computer monitor.**

27" Apple Studio Display.

### **2.1.4 External Storage.**

OWC 4.0TB Mercury Elite Pro Dual USB 3.1 Gen 1 & Thunderbolt 2 RAID Storage Solution - 7200RPM HDDs - 1 off.

OWC 8.0TB Mercury Elite Pro Dual USB 3.1 Gen 1 & Thunderbolt 2 RAID Storage Solution - 7200RPM HDDs - 1 off

### **2.1.5 Cabinet.**

4U Stage Plus black wall mount swing cabinet 2x uprights 2x glands+ Screws 550mm deep Perforated - 1 off.

### **2.1.6 UPS.**

UPS PROLINE i2000 2kVA 2U RM Online with battery.

### **2.1.7 Digital mixer.**

Yamaha TF5 Digital Mixing Console (32+2 in/ 16 out) 32 + 1 faders - 1 each.

Yamaha mini YGDAI card TF Series (available in Spring 2016) - 1 off.

Molex Flylead CAT6 3M UTP LSZH- Grey.

### **2.1.8 Studio monitors.**

Yamaha HS8 Powered Studio Monitor - 2 off.

Yamaha HS8S Powered Subwoofer.

Gravity GSP3202 Studio Monitor Speaker Stand - 2 off.

### **2.1.9 Studio mic's.**

Sennheiser Mk 4 Large Diaphragm Studio Condenser Microphone - 3 off.

Sennheiser Mks 4 Elastic Suspension for Mk 4 - 3 off.

Sennheiser Mkw 4 Foam Windscreen for Mk 4 - 3 off.

Hercules Mic Boom Stand - Round Base - 3 off

### **2.1.10 Instrument & Vocal mic's.**

Sennheiser E 835-S Dynamic Cardioid Microphone with Switch - 3 off.

Sennheiser E 614 Condenser Super Cardioid Instrument Microphone - 3 off.

K&M 21070B Microphone Stand - 4 off.

K&M 23150B1/4 Tabletop Microphone Stand 1/4 - 1 off.

Sennheiser E 600 Series Drum Pack III (1x e 602-II, 4x e 604, 2x e 614) - 1 off.

K&M 22160B Ceiling Stand - 1 off

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### **2.1.11 Editing Studio Headphones & mic.**

Sennheiser HD 380 PRO DJ/Pro Folding Closed Studio Monitoring Headphone – 2 off.

Sennheiser E 835-S Dynamic Cardioid Microphone with Switch – 1 off.

### **2.1.12 Speakers.**

dB Technologies 2 way active speaker 12in woofer 800W - 2 off. Prefer Yamaha powered type.

Hercules Speaker Stand w/Integrated Sleeve w/bag - 2 off.

### **2.1.13 Cables.**

Stage Plus Premade Cable - Mic Cable - Amphenol AC3MM>AC3F Sommer Stage Black 10m - 2 off.

Stage Plus Premade Cable - Mic Cable - Amphenol AC3MM>AC3F Sommer Stage Black 5m - 3 off.

Stage Plus Premade Cable - Mic Cable - Amphenol AC3MM>AC3F Sommer Stage Black 2m.

Stage Plus Premade Cable - Mic Cable - Amphenol AC3MM>AC3F Sommer Stage Black 10m - 4 off.

Stage Plus Premade Cable - Mic Cable - Amphenol AC3MM>AC3F Sommer Stage Black 5m - 4 off.

Stage Plus Premade Cable - Instr Cable - 1 x Amphenol ACPM-ACPM Sommer Stage 8m - 6 off.

Stage Plus Premade Cable - Patch - AC3MM to TS3P Stage cable 10m - 1 off.

Stage Plus Premade Cable - Patch - AC3F to TS3P Stage cable 10m - 1 off.

Stage Plus Premade Cable -Multicore-16ch tail> box -12send -4return -30m - 1 off.

Thunderbolt Cable 2M black.

### **2.1.14 Projector cables:**

Procab HDMI A Male - HDMI A Male 1.4-24 AWG -1.5M – 2 off.

Procab Contractor HDMI Cable With Open End Incl Hdm19 -24AWG-20M – 1 off

### **2.1.15 Auxiliary equipment.**

Apple Thunderbolt 3 (USB-C) to Thunderbolt 2 Adapter.

Logic Pro X Single License (iTunes Download).

Steinberg Cubase Pro 10 Full Version.

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## 2.2 **Audio Visual Installation**

### 2.2.1 **Television Installation**

The screens shall be supplied, installed tested and commissioned. The screen shall be installed in the boardroom. The installation position shall be as indicated on the relevant drawing.

#### **60" LED Smart Television**

The wall mounted television shall be equivalent to Samsung 60" 4k UHD Professional Display and shall be supplied, installed tested and commissioned. The television shall be complete with wall bracket

The specifications for the screen shall be as follows:

**Size:** As specified per room in the Bill of Quantities

**Screen shall be available in 16:9 ratios**

Brightness: 350 NIT

### 2.2.2 **Speakers**

The speakers shall be equivalent to Audac QuickFit 2-way 8" ceiling speaker with TwistFix grill White version, 8Ohm & 24 Watt @ 100V and shall be supplied, installed tested and commissioned in the boardroom.

### 2.2.3 **Presentation Switcher**

The presentation switcher shall be supplied, installed tested and commissioned in the server room data cabinet.

The All-In-One Presentation Switcher shall contain a control processor, 6 x 3 audio/video switcher with UTP transport, video scaler, audio DSP and amplifier all in a 3RU integrated solution.

### 2.2.4 **Recess Mounted Fliptop**

The recess mounted fliptop shall be supplied, installed tested and commissioned. It shall be installed recessed in the furniture in the position as indicated on the relevant drawing.

The fliptop shall be complete with the following:

HDMI termination block insert

Single switched socket outlet

### 2.2.5 **7" Recessed Wired Touch Panel**

The wired flush mounted touch panel shall be supplied, installed tested and commissioned in the board room in the position as indicated on the relevant drawing.

The specifications for the touch panel shall be as follows:

TOUCH SCREEN DISPLAY  
**Display Type**

TFT Active Matrix Colour LCD with Fringe Field  
Switching (FFS) - Wide Viewing Angle Technology

<b>Display Size (WH)</b>	Landscape: 7.3" x 4.8" (186 mm x 122 mm)
<b>Viewable Area (WH)</b>	Landscape: 6.05" x 3.54" (154 mm x 90 mm)
<b>Resolution (WH)</b>	Landscape: 1024x600, Portrait: 600x1024
<b>Aspect Ratio</b>	16:9
<b>Brightness</b>	400 cd/m2
<b>Contrast Ratio</b>	800:1
<b>Colour Depth</b>	16.7M colours
<b>Illumination</b>	LED
<b>Touch Overlay</b>	Projected Capacitive, multi-touch support, 3 simultaneous max
<b>Viewing Angle</b>	Vertical $\pm 89^\circ$ , Horizontal $\pm 89^\circ$
<b>MEMORY</b>	
<b>SDRAM</b>	At least 512 MB
<b>Flash</b>	At least 4 GB
<b>COMMUNICATIONS</b>	
<b>ETHERNET</b>	10/100 port, RJ-45 connector. Supported IP and IP-Based Protocols: UCP, TCP, ICMP, ICSP, IGMP, DHCP, Telnet, FTP, DNS, RFB (for VNC), HTTP
<b>USB</b>	(2) USB host 2.0, Type A ports (1 with limited physical access requiring right angle connection): Firmware upgrade, touch panel file transfer, JPEG image viewer, HID peripherals, USB audio output for headsets
<b>VIDEO</b>	
<b>Supported Video Codecs</b>	MPEG2-TS: MPEG-2 Main Profile @High Level up to 720p at 25 fps (decode only) MJPEG up to 720p at 25 fps (decode only) MPEG-TS for MPEG2 and H.264; HTTP for MJPEG One decode
<b>Supported Video Transport Streams</b>	
<b>Max Number of Active Video Streams</b>	
<b>AUDIO</b>	
<b>Microphone</b>	-42dB +- 3dB sensitivity FET microphone
<b>Speakers</b>	4 ohm, 2 Watt, 300Hz cut-off frequency
<b>Supported Audio Codecs</b>	MP2 Layer I and II, MP3 (8 kHz, 11.025 kHz, 12 kHz, 16 kHz, 22.05 kHz, 24 kHz, 32 kHz, 44.1 kHz, 48 kHz) AAC-LC (8 kHz, 96 kHz) G.711 with $\mu$ Law (VoIP encode/decode at 8kHz)
<b>Audio Output</b>	USB Audio out Micro-USB port only (controlled by host device)
<b>File Formats</b>	WAV, MP3 (as part of touch panel file only - no USB storage)
<b>Intercom</b>	Full Duplex VoIP, SIP v2.0
<b>EMBEDDED APPLICATIONS</b>	
<b>Video Conferencing</b>	Panel-to-panel and video chat
<b>Audio Conferencing</b>	Audio (full duplex intercom)
<b>FRONT PANEL COMPONENTS</b>	
<b>Light Sensor</b>	Photosensitive light detector for automatic adjustment of the panel brightness
<b>Proximity Detector</b>	Max range = ~3', typ range = ~1', FOV = ~10 degrees
<b>Sleep Button</b>	Sleep button to activate sleep mode and powering off. Also provides access to setup pages (can be disabled)
<b>CONNECTIONS</b>	
<b>Ethernet</b>	10/100 port, RJ-45 connector
<b>USB</b>	(2) USB host 2.0, Type A ports
<b>Power</b>	PoE (Power over Ethernet), 802.3af, class 3

**ENVIRONMENTAL****Temperature (Operating)**

32° F to 104° F (0° C to 40° C)

**Temperature (Storage)**

4° F to 140° F (-20° C to 60° C)

**Humidity (Operating)**

20% to 85% RH

**Humidity (Storage)**

5% to 85% RH

**2.2.6 7" Table Top Mounted Wired Touch Panel**

The table top mounting wired touch panel shall be shall be supplied, installed tested and commissioned in the board room in the position as indicated on the relevant drawing.

The specifications for the touch panel shall be as follows:

**TOUCH SCREEN DISPLAY****Display Type**

TFT Active Matrix Colour LCD with Fringe Field Switching (FFS) - Wide Viewing Angle Technology

**Display Size (WH)**

Landscape: 7.3" x 4.8" (186 mm x 122 mm)

**Viewable Area (WH)**

Landscape: 6.05" x 3.54" (154 mm x 90 mm)

**Resolution (WH)**

Landscape: 1024x600, Portrait: 600x1024

**Aspect Ratio**

16:9

**Brightness**

400 cd/m2

**Contrast Ratio**

800:1

**Colour Depth**

16.7M colours

**Illumination**

LED

**Touch Overlay**

Projected Capacitive, multi-touch support, 3 simultaneous max

**Viewing Angle**Vertical  $\pm 89^\circ$ , Horizontal  $\pm 89^\circ$ **MEMORY****SDRAM**

At least 512 MB

**Flash**

At least 4 GB

**COMMUNICATIONS****ETHERNET**

10/100 port, RJ-45 connector. Supported IP and IP-Based Protocols: UCP, TCP, ICMP, ICSP, IGMP, DHCP, Telnet, FTP, DNS, RFB (for VNC), HTTP

**USB**

(2) USB host 2.0, Type A ports (1 with limited physical access requiring right angle connection): Firmware upgrade, touch panel file transfer, JPEG image viewer, HID peripherals, USB audio output for headsets

**VIDEO****Supported Video Codecs**

MPEG2-TS: MPEG-2 Main Profile @High Level up to 720p at 25 fps (decode only)

MJPEG up to 720p at 25 fps (decode only)

**Supported Video Transport Streams**

MPEG-TS for MPEG2 and H.264; HTTP for MJPEG

**Max Number of Active Video**

One decode

**Streams****AUDIO****Microphone**-42dB  $\pm$  3dB sensitivity FET microphone**Speakers**

4 ohm, 2 Watt, 300Hz cut-off frequency

**Supported Audio Codecs**

MP2 Layer I and II, MP3 (8 kHz, 11.025 kHz, 12 kHz, 16 kHz, 22.05 kHz, 24 kHz, 32 kHz, 44.1 kHz, 48 kHz) AAC-LC (8 kHz, 96 kHz)

**Audio Output**G.711 with  $\mu$ Law (VoIP encode/decode at 8kHz)

USB Audio out Micro-USB port only (controlled by host device)

<b>File Formats</b>	WAV, MP3 (as part of touch panel file only - no USB storage)
<b>Intercom</b>	Full Duplex VoIP, SIP v2.0
<b>EMBEDDED APPLICATIONS</b>	
<b>Video Conferencing</b>	Panel-to-panel and video chat
<b>Audio Conferencing</b>	Audio (full duplex intercom)
<b>FRONT PANEL COMPONENTS</b>	
<b>Light Sensor</b>	Photosensitive light detector for automatic adjustment of the panel brightness
<b>Proximity Detector</b>	Max range = ~3', typ range = ~1', FOV = ~10 degrees
<b>Sleep Button</b>	Sleep button to activate sleep mode and powering off. Also provides access to setup pages (can be disabled)
<b>CONNECTIONS</b>	
<b>Ethernet</b>	10/100 port, RJ-45 connector
<b>USB</b>	(2) USB host 2.0, Type A ports
<b>Power</b>	PoE (Power over Ethernet), 802.3af, class 3
<b>ENVIRONMENTAL</b>	
<b>Temperature (Operating)</b>	32° F to 104° F (0° C to 40° C)
<b>Temperature (Storage)</b>	4° F to 140° F (-20° C to 60° C)
<b>Humidity (Operating)</b>	20% to 85% RH
<b>Humidity (Storage)</b>	5% to 85% RH

### 2.2.7 2 Channel DALI Dimmer

The 2 channel dimmer shall be supplied, installed tested and commissioned for the boardroom.

The specifications for the dimmer shall be as follows:

<b>Supply:</b>	200-230VAC +/- 10% 50-60Hz 10A Type B MCB protected supply
<b>Output:</b>	10A total over the 2 channels (5A max per single channel load)
<b>Protection:</b>	10A fuse for whole box 5A fuse each ac output Voltage surge protection
<b>Minimum Load:</b>	20W (per channel)
<b>Terminal sizes:</b>	4mm <sup>2</sup>

### 2.2.8 HDMI Receiver

The HDMI receiver shall be supplied, installed tested and commissioned for the boardroom.

The receiver shall be used to receive audio, video and control in a remote boardroom.

The specifications for the receiver shall be as follows:

- Use with the presentation switcher to send audio, video and control to a remote display in a boardroom
  - The receiver shall accept audio, video, control, Ethernet, and power sent over one standard twisted pair cable up to 100 meters away from the presentation switcher or HDMI transmitter
-

- The receiver shall support the transmission of audio, video, control, Ethernet and power over one twisted pair cable.
- The receiver shall support outputs of HDMI/HDCP signals or DVI signals using the appropriate adapter cable.
- The receiver shall support 3D video support allowing pass through video formats including 3D and Deep Color.
- The receiver shall include one RJ-45 port to support a standard twisted pair cable.
- The receiver shall include one ICS LAN 10/100 Ethernet port.
- The receiver shall support one RS-232 port for TXD, RXD, and Ground.
- The receiver shall include one IR receiver port to send control signals back to the head end over standard twisted pair cable.
- The receiver shall include one (1) IR transmitter port.
- The receiver shall include one USB port for keyboard and mouse pass through.
- The receiver shall include one HDMI Out port.
- The receiver shall include one Audio Out port for stereo.
- The receiver shall control devices with RS-232 or IR.
- The receiver shall support USB Host PC control.
- The receiver shall have built in scaling technology which automatically responds to the display's declared EDID information, and scales the video to the native resolution for that display without manual setup.
- Video Connector:
  - HDMI
- Audio Connector:
  - 3.5mm Stereo
- Control Connector:
  - 2 Phoenix style, 3.5mm Stereo, USB A, RJ-45 Ethernet
- Video:
  - HDMI, DVI
- Audio:
  - Dolby TrueHD, Dolby Digital, DTS HD Master Audio, DTS, L-PCM, Analog Stereo

### **2.2.9 Multi-format Transmitter**

The multi-format transmitter shall be supplied, installed tested and commissioned for the boardroom.

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The transmitter shall be used to transmit audio, video and control to a remote boardroom.

The specifications for the transmitter shall be as follows:

- The multi-format transmitter shall send analog, HDMI/HDCP audio and video, control, Ethernet, and power up to 100 meters over one (1) twisted pair cable.
  - The multi-format transmitter shall control remote devices with RS-232 or IR signals.
  - The multi-format transmitter shall include one (1) HDMI-in port to pass HDMI, DVI, and Display Port.
  - The multi-format transmitter shall include one (1) Video HD15-in port to pass RGBHV, Component, S-Video, and Composite.
  - The multi-format transmitter shall include one (1) Stereo Audio-in port.
  - The multi-format transmitter shall include one (1) Digital Audio-in port.
  - The multi-format transmitter shall include one (1) ICS LAN 10/100 Ethernet port.
  - The multi-format transmitter shall include one (1) RS-232 port.
  - The multi-format transmitter shall include one (1) IR receiver port.
  - The multi-format transmitter shall include one (1) IR transmitter port.
  - The multi-format transmitter shall include one (1) USB port.
  - The multi-format transmitter shall include one (1) DXLink Ethernet port.
  - Video Connectors:
    - HDMI
    - HD-15
  - Audio Connectors:
    - 3.5mm Stereo
    - RCA
  - Control Connectors:
    - 2 Phoenix-style
    - 3.5mm Stereo
    - USB B
    - RJ-45 Ethernet
  - Transport Connector:
    - RJ-45
  - Video:
    - HDMI
    - Display Port
    - RGBHV
  - Audio:
-

- Dolby TrueHD
- Dolby Digital
- DTS-HD Master Audio
- DTS
- L-PCM
- Analog Stereo
- Embedded NetLinx Control

### 3 Inspections and Tests

The installation will be inspected from time to time by the Project Manager or his representative during erection of the installation. The sub-contractor shall notify the Project Manager and make arrangements with the local authorities timeously for the practical completion and completion inspections.

The following inspections and tests shall be performed:

#### ***3.1 Inspections, testing, commissioning and handing over***

##### ***3.1.1 Physical inspection procedure***

Once the Contractor has completed the installation, written notice shall be given to the Project Manager in order that a mutually acceptable date can be arranged for a joint inspection.

During the course of the inspection, the representative of the Project Manager will compile a list of items (if any) requiring further attention. A copy of this list will be provided to the Contractor who will have a period of 7 days in which to rectify the offending items of the installation.

The Contractor shall then provide written notice that he is ready for an inspection of the remedial work to the offending items.

The Contractor shall pay for all the costs incurred by the Project Manager as specified in the Special Conditions of Contract for the inspection of the remedial work.

#### ***3.2 Inspection and Testing***

The installation will be inspected from time to time by the Project Manager or his representative during erection of the installation. The contractor shall notify the Project Manager and make arrangements with the local authorities timorously for the practical completion and completion inspections.

#### ***3.3 Design Responsibilities***

The design responsibility of the system rests with the Project Manager with regard to the interpretation of the Employer's requirements, the general layouts and arrangements and the functionality of the systems. The detailed installation design responsibility does, however, rest with the Contractor with regard to the design for installation and manufacturing and the compliance with specifications and requirements that are stipulated in the contract documents and on the drawings.

#### ***3.4 Project Manager's Drawings***

The drawings and schedules are of a schematic nature and unless specific dimensions to plant and equipment are shown or definite ceiling grids and patterns exist, these drawings shall not be scaled to determine physical dimensions or position and fit.

**The dimensions must be determined on site by the Contractor before any work commences.**

#### ***3.5 Workshop Designs and Drawings***

The Contractor shall submit to the Project Manager detailed or workshop drawings of all items to be manufactured assembled or installed for approval prior to the commencement of the manufacture or construction of such items.

Tenderers shall submit with their tender comprehensive details of standards and criteria that will be used in the detailed designs, preparation of workshop drawings, manufacture and testing of equipment.

#### ***3.6 Drawings and Information to be submitted by the Contractor***

The Contractor shall submit for approval to the Project Manager such drawings, samples and information

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as may be specifically mentioned in this document or as reasonably requested by the Project Manager. Where the contractor requires a written approval, such drawings and information shall be submitted in duplicate.

After completion, but before first delivery of the works, the Contractor shall submit a full set of marked-up prints reflecting any discrepancy between the tender drawings and the installation as it was delivered.

### **3.7 Arrangements with the Supply Authority**

The costs of all arrangements with the Authorities with regard to inspections, tests and requirements to comply with regulations, and the actual costs of inspections, tests, provision of labour, test equipment, etc. shall be for the Contractor's own account.

The design and arrangements for power supplies to the plant shall be done by others.

### **3.8 Material and Equipment**

All material shall be of high quality and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used. Should the materials not be suitable for use under temporary site conditions then the Contractor shall at his own cost provide suitable protection until these unfavourable site conditions cease to exist.

The Contractor shall where requested to do so, submit samples of equipment and material to the Project Manager for his approval prior to installation. Samples may be retained in the Project Manager possession until the contract is completed after which they will be returned.

Imported material of equipment shall only be used in lieu of locally manufactured material or equipment, when imported equipment or material is specified in the Project Specification or the Project Manager issues written approval for the use of important material or equipment. Even in such a case the Contractor shall inform the Project Manager if locally manufactured equipment or material that can successfully replace specified imported material or equipment becomes available during the course of the installation.

### **3.9 Manuals**

#### **3.9.1 General**

The sub-contractor shall issue, to the Agent / Engineer, on the date of the first delivery inspection three (3) sets of operating and maintenance manuals for the Audio Visual and Recoding Equipment systems.

The front page of the manual shall contain the following:

OPERATING AND MAINTENANCE MANUAL

Audio Visual & Recording Equipment Installation:  
MICT Regional Offices, Mariental  
(Date of first delivery)

The first page of the manual shall contain the following information:

Name of Sub-contractor's firm

Contact telephone, fax number, postal address, physical address and the names of the contact persons.

Name, telephone number, fax number, postal address, physical address of suppliers of spare parts.

The manual shall have an index with the necessary sections, sub-sections, page numbers, etc. The manual shall be written as such that any reasonable person would understand and be able to use it. It

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shall be neatly ring bound in durable front and rear covers.

The manual shall have one (1) section only. This section shall contain the information on the complete Audio Visual & Recording Equipment system.

### **3.9.2 Sub-Sections**

The sub-sections shall contain the following information:

General data

Specification

Illustrations

Instructions for installation

Operating and Maintenance instructions

Spare parts list

## **A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

### **4 Compulsory Technical Information**

Tenderers shall submit when tendering all technical brochures and pamphlets giving all technical details, performance figures, data, dimensions, capacities and ratings of all key materials and equipment offered. Brochures, pamphlets etc. shall be clearly marked showing which item is offered.

Answer such as "see attached pamphlets", "refer to catalogue", "to follow" or "as specified" are not acceptable and is sufficient reason for the rejection of a tender.

Each brochure, pamphlet etc. submitted with this tender document shall be stamped with the tenderer's company stamp and signed together with tender number and date.

First local Namibian supplier who guarantees locally available spares and services:

Name .....

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Address .....

Telephone.....

Fax .....

Contact Person .....

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**4.1 GENERAL MATERIAL INFORMATION**

DESCRIPTION	MANUFACTURER	LOCAL SUPPLIER	DELIVERY TIME
Computer			
Computer monitor			
External Storage			
Cabinet			
UPS			
Digital mixer			
Studio monitors			
Studio mic's			
Instrument & Vocal mic's			
Editing Studio Headphones & mic			
Speakers			
Cables			
Projector cables			
Auxiliary equipment			
120" Electric screen			
Laser diode projector			
Recessed mounted ceiling speaker			
Surface mounted speaker			

Presentation Switcher			
Cordless handheld microphone			
HDMI Receiver			
Multi-format transmitter			
7" Wired recessed touch panel			
7" Wired table top touch panel			
2 Channel DALI dimmer			
4 Button lighting control keypad			
Flip top			
Data cabinet			

## B. DRAWINGS

These Bidding Documents include the following drawings.

List of Drawings	
Drawing Nr.	Drawing Name
5280/1001/EE-O	AUDIO VISUAL LAYOUT

Date: .....

Company stamp: .....

Signature of Tenderer: .....

1. This Bills of Quantities forms part of and must be read in conjunction with the Drawings, Specifications and Bidding Document, which documents contain the full descriptions of the work to be done and material and equipment to be supplied and installed, and unless otherwise described in the 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.
2. The rates and prices inserted in the Bills of Quantities shall (unless otherwise specified), include for
  - \* Supply
  - \* Delivery
  - \* Off-loading
  - \* Storage
  - \* Handling
  - \* Cleaning
  - \* Installation
  - \* Commissioning
  - \* Testing
  - \* Maintenance
  - \* Overhead charges
  - \* General Sales Tax
  - \* Profit
  - \* General liabilities
  - \* Obligations
  - \* Risks

As set forth or implied in the contract documents.

The overhead charges and profit shall be spread proportionally over the rates of the relative items of the Bills of Quantities. The Contractor shall have no claim for any further payment in respect of any work or method of execution, which may be described or implied in the contract although apparently no corresponding item is given in the Bills of Quantities.

3. Only major items have been scheduled in the 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 bid document.

4. General directions and descriptions of plant, equipment, materials and work given in the specification are not repeated in the Bills of Quantities and reference shall be made to the Specifications, Bid Documents and Drawings for this information.

5. The short descriptions given of payment items in the Schedule of Rates and the Bills of Quantities are only for the purposes 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.

6. Bidders are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.

7. No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, erasure or addition be made, it will not be recognised but the original wording of the Bills of Quantities will be adhered to.

**MISTAKES MADE BY THE BIDDER IN THE COMPLETION OF THE BILLS OF QUANTITIES, FORMS, ETC. SHALL NOT BE ERASED - NO ERASING FLUID (TIPPEX) MAY BE USED. A LINE SHALL BE DRAWN THROUGH THE INCORRECT ENTRY AND THE CORRECT ENTRY SHALL BE WRITTEN ABOVE AND THE CORRECTION INITIALLED BY THE BIDDER. FAILURE TO OBSERVE THIS RULE MAY LEAD TO THE DISQUALIFICATION OF THE BID.**

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

9. Subject to the conditions stated in paragraph 10 below, the rates and lump sums filled in by the bidder in the 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 totalled Bills of Quantities and the bid sum, the Employer shall have the right to make such adjustments to the bid sum as he / she may deem necessary in order to reconcile the total of the Bills of Quantities with the bid sum. In their own interest Bidders should make sure of the correctness of their bid rates, the extensions and the bid sum.

10. A bid may be rejected if the unit rates or prices for some of the items in the Bills of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the bidder 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.

11. This bill of quantities contains pages numbered consecutively. Before the Bidder submits his / her bid he / she 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 / she should apply to the Employer's Representative at once and have same rectified, as no liability whatsoever will be admitted by the Public Entity in respect of errors in bid document due to the foregoing.

12. All rates and sums of money quoted in the Bills of Quantities must be in Namibian Dollars.

13. Bidders shall allow in their rates and prices all costs but exclude VAT at 15%. The VAT amount will be added at the end of the Bill of Quantities. Bidders shall include 15% VAT on the closing date of bids and no claims on the grounds of increases in sales tax will be considered after closing of bid.

14. The Bidders must note that the quantities in the 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 Bills of Quantities.

Notes: - The detailed descriptions for each item are given in the Detailed Description for the Bill of Quantities (refer to the project specification) and are not repeated in the Provisional Bill of Quantities.

An item number for each item has been provided so that Bidders can easily refer from the Bill of Quantities to the detailed description for each item in the Detailed Descriptions for the Bill of Quantities.

#### 1.1.1. Dayworks – Direct Labour Cost

The net labour costs shall **exclude** all administrative costs. Administrative costs shall be accounted for separately as a percentage of the net labour costs. The total direct labour cost is the sum of the net labour cost and the administrative cost component of this net labour cost. These rates shall only be applicable to additional works to the contract authorized in writing by the Employer's Representative.

Bidder's administrative cost for direct labour costs (percent)	%
--	---

	NET LABOUR COSTS PER HOUR	PLUS ADMINISTRATIVE COST	TOTAL DIRECT COST	PROVISIONAL MAN HOURS	TOTAL
DESCRIPTION	N\$	N\$	N\$	HOURS	N\$
A Contract Manager				1	
B Qualified Artisan / Foreman				1	
C Semi-skilled labourer				1	
D Unskilled labourer				1	

The bidder shall complete the rates for all staff categories to be used on the works.

#### 1.1.2. Direct Material Cost

The direct material costs shall be used for all materials installed as a result of variations in the scope of work authorised in writing by the Employer's Representative where no corresponding rate for such material exists in the Bill of Quantities. Direct material costs shall include manufacture, supply and delivery to site but shall **exclude** direct labour costs for installation. The direct material costs shall be calculated as actual invoice cost plus Contractor's profit. All taxes shall be included.

Bidder's profit for direct material costs (percent)	%
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**Priced Activity Schedule Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: \_\_\_\_\_

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A</i> *	<i>B</i> *	<i>C</i>	<i>D</i>
	As on the BoQ		

\* Columns A and B to be completed by Public Entity.

### Specification and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

## General Conditions of Contract

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## Section VI General Conditions of Contract

### A. General

#### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
  - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
  - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
  - (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
  - (e) Compensation Events are those defined in GCC Clause 41 hereunder.
  - (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
  - (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
  - (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
  - (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
  - (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
  - (k) Days are calendar days; months are calendar months.
  - (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
  - (m) A Defect is any part of the Works not completed in accordance with the Contract.
  - (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
-

- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
  - (p) Adjudicator means the single person appointed under Clause 23.
  - (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
  - (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
  - (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
  - (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
  - (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
  - (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
  - (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
  - (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
  - (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
  - (z) SCC means Special Conditions of Contract
  - (aa) The Site is the area **defined as such in the SCC**.
  - (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
  - (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
-

- (dd) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Special Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>1</sup> and
  - (i) any other document **listed in the SCC** as forming part of the Contract.

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<sup>1</sup> *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

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| <b>3. Language and Law</b>                   | 3.1 The language of the Contract and the law governing the Contract are <b>stated in the SCC</b> .   |
| <b>4. Project Manager's Decisions</b>        | 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.  |
| <b>5. Delegation</b>                         | 5.1 <b>Otherwise specified in the SCC</b> , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.  |
| <b>6. Communications</b>                     | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to the address <b>stated in the SCC</b>   |
| <b>7. Subcontracting</b>                     | 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.   |
| <b>8. Other Contractors</b>                  | 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.  |
| <b>9. Personnel and Equipment</b>            | <p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> |
| <b>10. Employer's and Contractor's Risks</b> | 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.   |
| <b>11. Employer's Risks</b>                  | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p style="margin-left: 40px;">(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p>   |
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- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

## 12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

## 13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of letter of Acceptance. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

13.6 The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.

#### **14. Site Data**

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

#### **15. Contractor to Construct the Works**

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

#### **16. The Works to Be Completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

#### **17. Approval by the Project Manager**

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

#### **18. Safety**

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

#### **19. Discoveries**

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of

such discoveries and carry out the Project Manager's instructions for dealing with them.

- |   |  |
|---|--|
| <b>20. Possession of the Site</b>         | 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date <b>stated in the SCC or as thereafter reviewed and agreed by the parties</b> , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.  |
| <b>21. Access to the Site</b>             | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.   |
| <b>22. Instructions</b>                   | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.</p>  |
| <b>23. Appointment of the Adjudicator</b> | <p>23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority, to appoint the Adjudicator within 14 days of receipt of such request.</p> <p>23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.</p> |
| <b>24. Procedure for Disputes</b>         | 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.   |
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- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the SCC**.

## **B. Time Control**

### **25. Program**

- 25.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

### **26. Extension of the Intended Completion Date**

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event(as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**27. Acceleration** 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**28. Delays Ordered by the Project Manager** 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**29. Management Meetings** 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**30. Early Warning** 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

## C. Quality Control

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- 31. Identifying Defects** 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

#### **D. Cost Control**

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.
- Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.
- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
  - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by
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more than 15 percent, except with the prior approval of the Employer.

- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

### **37. Variations**

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

### **38. Cash Flow Forecasts**

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

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### **39. Payment Certificates**

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
  - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 39.7 **Unless otherwise specified in the SCC** Interim Payment may be made for Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works, subject to the Contractor transferring ownership to the Employer and providing, where applicable, the right of the transfer of ownership vested upon the Contractor by its supplier.

Notwithstanding the transfer of ownership the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor until taking over of the works or part thereof in which such Plant and Materials are incorporated and shall make good at its own cost any loss or damage that may occur to the works or part thereof from any cause whatsoever during such period prior to the taking over.

### **40. Payments**

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this
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clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### **41. Compensation Events**

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The advance payment is delayed.
  - (j) The effects on the Contractor of any of the Employer's Risks.
  - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
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(l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:

- (a) reason of any exceptionally adverse weather conditions as specified in the SCC and
- (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### 42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

#### 43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

#### 44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”

$A_c$  and  $B_c$  are coefficients<sup>2</sup> **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

- 44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

#### 45. Retention

- 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### 46. Liquidated Damages

- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

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<sup>2</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

**47. Bonus**

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

**48. Advance Payment**

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

**49. Securities**

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

(i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

(ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.

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- (b) For contracts above N\$ 5 M, the preference security shall be in the form of an “on demand” bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].
- (c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.
- (d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer’s Representative as per GCC 53.
- (e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

the Employer’s Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.

the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer’s Representative.

the Employer’s and Contractor’s representatives shall consult each other to ensure that the Contractor’s obligation towards local manpower employment is met during the Works execution.

At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.

The preference security shall be forfeited by the employer in case of failure on the part of the contractor to employ at least 80% of the local manpower in the execution of the Works.

## 50. Dayworks

- 50.1 If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
  - 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
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50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## **51. Cost of Repairs**

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **52. Labour Clause**

52.1 (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 submitting a written undertaking as contemplated in section 138(2) of the Labour Act, 2007

(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 shall be not less favorable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

52.2 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;

(c) containing such other information as the Chief Executive Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

52.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

## E. Finishing the Contract

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| <b>53. Completion</b>                        | 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.   |
| <b>54. Taking Over</b>                       | 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.   |
| <b>55. Final Account</b>                     | 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.  |
| <b>56. Operating and Maintenance Manuals</b> | <p>56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates <b>stated in the SCC</b>.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates <b>stated in the SCC</b> pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount <b>stated in the SCC</b> from payments due to the Contractor.</p>  |
| <b>57. Termination</b>                       | <p>57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> <li>(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;</li> <li>(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;</li> <li>(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the</li> </ul> |
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Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **58. Fraud and Corruption**

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" 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" 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" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the
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property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

- (a) 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
- (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

## **59. Payment upon Termination**

- 59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 59.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## **60. Property**

- 60.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

## **61. Release from Performance**

- 61.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## SECTION VII: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works except where modified by the Special Conditions below.

## SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: \_\_\_\_\_

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

GCC Clause Reference	Special Conditions
<b>Purchaser</b> GCC 1.1(r)	The Employer is: <b>Ministry of Information and Communication Technology</b>
<b>Project Manager</b> GCC 1.1(y)	The Project Manager is: <b>Att: Mr. Ziegie Willemse</b> <b>Email: Ziege.Willemsie@mict.gov.na</b> <b>Tel.: +264 61 283 9111</b> <b>Cell.: +264 81 124 5667</b>
<b>Site</b> GCC 1.1(aa)	The Site is located at <b>ERF No. 388, Mariental, Hardap Region and is defined in drawings No. 3/001/R5 (Site Plan)</b>
<b>Start Date</b> GCC 1.1(dd)	The Start Date shall be <b>7 days</b> after handing over of site
<b>The Works</b> GCC 1.1(hh)	The Works consist of: The Works consist of: <ul style="list-style-type: none"> <li>Supply, installation testing and commissioning of the complete <b>Audio Visual System</b> as specified in this document and on the relevant drawings including all necessary gate motors, detectors, keypads, sirens, door contacts, panic buttons, control panel, cabling, brackets and fastening materials.</li> <li>Supply, installation testing and commissioning of the complete <b>Recording Equipment</b> as specified in this document and on the relevant drawings including all necessary detectors, sirens, beacons, control panel, cabling, brackets and fastening materials.</li> </ul>
<b>Language and Law</b> GCC 3.1	The language of the contract is English  The law that applies to the Contract is the Public Procurement Act no 15 of 2015 and any relevant law of Namibia. Country.
<b>Project Manager's Decisions</b> 5.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension

GCC Clause Reference	Special Conditions
	of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
<b>Notices GCC 6</b>	<p><b>A notice shall be effective only when it is delivered by hand and signed for.</b></p> <p>Delivery address for notices is:</p> <p>Attention: Dr. Audrin Mathe</p> <p style="text-align: center;"><b>Executive Director</b></p> <p>Employer: <b>Ministry of Information Communication and Technology</b></p> <p><i>Address:</i> <b>Ministry of Information Communication and Technology Private Bag 13344 Trust Building 301, Independence Avenue 9<sup>th</sup> Floor</b></p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be</p>
<b>Insurance GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Public Entity as well).</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></p>

GCC Clause Reference	Special Conditions
	<p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<b>Site Data</b> <b>GCC 14.1</b>	The site data is: <b>ERF No. 388, Mariental, Hardap Region and is defined in drawings No. 3/001/R5 (Site Plan)</b>
<b>Intended Completion Date</b> <b>GCC 16.1</b>	The Intended Completion Date for the whole of the Works shall be: <b>02 September 2025</b>
<b>Possession of the Site</b> <b>GCC 20.1</b>	The Intended Completion Date for the whole of the Works shall be <b>2 Months</b> from start date
<b>Procedure for Disputes</b> <b>GCC 24</b>	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
<b>Program</b> <b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Notification of award
<b>GCC 25.3</b>	Program updates <i>shall</i> be required.
<b>Defects Liability Period</b> <b>GCC 33.1</b>	The Defects Liability Period is: <b>365</b> days.
<b>Payment Certificates</b> <b>GCC 39.7</b>	<p>The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by:</p> <p>(a) the payment certificate; and</p> <p>(b) a certificate of Completion of the Works</p>
<b>Payments</b> <b>GCC 40</b>	<p>The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by:</p> <p>(b) the payment certificate; and</p> <p>(b) a certificate of Completion of the Works.</p>
<b>Adverse weather Conditions</b> <b>GCC 41.1 (I)</b>	<p>The meaning of "exceptionally inclement weather" will be deemed to be weather which in not only extreme or severe but exceeding that which, on evidence of past years, could reasonably not have been expected.</p> <p>The contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works</p>

GCC Clause Reference	Special Conditions
<b>Price Adjustment</b> GCC 44.	The Contract is no subject to price adjustment.
<b>Retention</b> GCC 45.	(i) The proportion of payments retained is: <ul style="list-style-type: none"> <li>• 10 (ten) percent of the value of the work and materials valued, until such time as the amount retained equals 5 (five) percent of the contract sum, excluding VAT..</li> </ul>
<b>Liquidated Damages</b> GCC 46.1	<p>The liquidated damages for the whole of the Works are: applicable to contractors for non-completion of Government Projects (Directive No. MWT 01/2015-2016)</p> <p><b>Penalty calculations per calendar day to be determined at contract signing, being calculated on the <u>Bid Amount</u></b></p> <p><b>A) <u>PENALTY CALCULATIONS PER CALENDAR DAY</u></b></p> <p><i>Contract Value up to N\$20 Million, penalties will be N\$500.00 per calendar day – Fixed</i></p> <p><i>Contract Value from N\$20 Million to N\$60 Million, penalties will be between N\$500.00 up to N\$8 000.00 per calendar day – calculated as (1/75)% of contract sum</i></p> <p><i>Contract Value from N\$60 Million to N\$100 Million, penalties will be between N\$8 000.00 up to N\$13 333.33 per calendar day – calculated as (1/75)% of contract sum</i></p>
<b>Bonus</b> GCC 47.1	The daily rate of Bonus calculation is: _____ % per day
<b>Advance Payment</b> GCC 48.1	The Advance Payments shall be <b>NOT APPLICABLE</b>
<b>Performance Security</b> GCC 49.1	<p>(i) No Performance Security is required*or The Performance Security amount is:</p> <p>(a) Bank Guarantee: <b>10% of contract price</b></p> <p><i>[A <b>Bank Guarantee</b> shall be unconditional (on demand) (see Section VIII. Security Forms).</i></p>
<b>Operating and Maintenance Manuals</b> GCC 56.1	“As built” drawings or operating and maintenance manuals <i>are</i> required.

GCC Clause Reference	Special Conditions
<b>Payment upon termination GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <b>10 (ten) percent.</b>

## QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: \_\_\_\_\_

Description	Attached	Not Attached
Bid Letter		
Price Activity Schedule		
Specification and Compliance Sheet		
Bid- Securing Declaration		
Written undertaking in terms of section 138 of the Labour Act, 2007		
Original / Valid certified copy of a Tax Good Standing Certificate – NAMRA		
Original / Valid certified copy of Good Standing Social Security Certificate		
A valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
Valid Company Registration Certificate (Indicating the nature of the business)		
A valid SME Certificate (for bids reserved SME)		

**Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

REPUBLIC OF NAMIBIA  
Ministry of Information &  
Communication Technology  
Procurement

2025 -05- 02

PRIVATE BAG 13344  
WINDHOEK

**Bill of Quantities: MICT Regional Offices, Mariental**  
**Audio Visual & Recording Equipment Installation - Quotation Number: 5280 / EE-O**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
1	<b>SECTION 1</b> <b>PRELIMINARY AND GENERAL</b>						*****
	<b>General P and G's</b>						*****
1.1	ESTABLISHMENT OF SITE	Item	1				
1.2	SETTING OUT OF WORKS	Item	1				
1.3	PROVISION OF PERFORMANCE GUARANTEE TO THE VALUE OF 10% OF QUOTATION AMOUNT.	Item	1				
1.4	ALL NECESSARY INSURANCE.	Item	1				
1.5	COMMISSIONING OF THE COMPLETE INSTALLATION AS SPECIFIED AND REQUESTED BY THE ENGINEER	Item	1				
1.6	TRANSPORT	Item	1				
1.7	<b>Others - Please specify</b>						*****
a	TIME RELATED COSTS INSURANCE.....	Item	1				
b	.....	Item	1				
c	.....	Item	1				
d	.....	Item	1				
	Carried forward to BID SUMMARY					<b>TOTAL</b>	N\$ -

**Bill of Quantities: MICT Regional Offices, Mariental**  
**Audio Visual & Recording Equipment Installation - Quotation Number: 5280 / EE-O**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
							n/a
<b>2</b>	<b>SECTION 2:</b> <b>AUDIO VISUAL INSTALLATION - (Boardroom)</b>						*****
<b>a</b>	<b>GENERAL NOTES</b>						*****
	All rates shall include fastening, fastening materials and cabling to data cabinet and all other necessary material for a complete installation as specified below.						*****
<b>2.1</b>	<b>AUDIO VISUAL INSTALLATION</b>						*****
<b>2.1.1</b>	<b>DISPLAY</b>						*****
<b>a</b>	SAMSUNG 60" PROFESSIONAL DISPLAY - 4K UHD, 16/7 USAGE, 350NIT BRIGHTNESS, SOC MEDIA PLAYER: SSSP 10.	No.	2				
<b>b</b>	PROCAB HDMI A MALE - HDMI A MALE 5 METER.	No.	2				
<b>c</b>	HOWLO HEAVY DUTY UNIVERSAL FLAT WALL MOUNT LCD BRACKET 60-100IN 75KG.	No.	2				
<b>2.1.2</b>	<b>VIDEO CONFERENCING</b>						*****
<b>a</b>	LOGITECH - MTR ON WINDOWS LARGE BUNDLE <b>INCLUDES:</b> LOGITECH RALLY PLUS SYSTEM (2X RALLY MIC PODS + 2X RALLY SPEAKERS + RALLY TABLE HUB + RALLY DISPLAY HUB) LOGITECH MIC POD HUB LOGITECH RALLY MOUNTING KIT LOGITECH TAP+CAT5E KIT (USB TOUCH CONTROLLER FOR VIDEO CONFERENCING WITH CAT5E KIT) LOGITECH JUMPSTART	No.	1				
<b>b</b>	XILICA SOLARO QR1 WITH ONBOARD 4X4 DANTE AUDIO NETWORKING, EIGHT (8) I/O CARD SLOTS, POE POWER, LUA SCRIPTING ENGINE, PRE-INSTALLED HEARCCLEAR AEC AND 2X2 USB I/O. INCLUDES SURFACE-MOUNT BRACKET.	No.	1				
<b>c</b>	XILICA SOLARO SERIES I/O CARD WITH DUAL-CHANNEL MICROPHONE OR LINE LEVEL INPUT, SWITCHABLE 48V PHANTOM POWER, SOFTWARE-CONTROLLED FUNCTIONALITY.	No.	1				
<b>d</b>	XILICA SOLARO SERIES I/O CARD WITH DUAL-CHANNEL LINE LEVEL OUTPUT, SOFTWARE-CONTROLLED FUNCTIONALITY.	No.	1				
<b>2.1.3</b>	<b>CONNECTIVITY</b>						*****
<b>a</b>	PROCONNECT 100 BLACK - 1XSA POWER, 2X5V USB, PULL-THROUGH: 1XRJ45, 1X3.5MM AUDIO, 1XUSB, 1XVGA, 1XHDMI	No.	2				
<b>b</b>	POWERLITE UNDER-TABLE CABLE CUBBY (FOR CABLE PROTECTION)	No.	1				
<b>c</b>	GRANDSTREAM GWN7802P ENTERPRISE L2 16 PORT MANAGED GBE POE+	No.	1				
<b>2.1.4</b>	<b>WIRELESS CONNECTIVITY</b>						*****
<b>a</b>	PROCONNECT 100 BLACK - 1XSA POWER, 2X5V USB, PULL-THROUGH: 1XRJ45, 1X3.5MM AUDIO, 1XUSB, 1XVGA, 1XHDMI	No.	0				Rate Only
<b>b</b>	POWERLITE UNDER-TABLE CABLE CUBBY (FOR CABLE PROTECTION)	No.	0				Rate Only
<b>c</b>	GRANDSTREAM GWN7802P ENTERPRISE L2 16 PORT MANAGED GBE POE+	No.	0				Rate Only
<b>d</b>	CRESTRON DUAL-TECHNOLOGY OCCUPANCY SENSOR WITH POE CONNECTIVITY AND INTELLIGENT AUTOMATION CONTROL	No.	0				Rate Only
<b>e</b>	CRESTRON 4-SERIES CONTROL SYSTEM WITH SCALABLE AUTOMATION FEATURES AND ADVANCED NETWORKING CAPABILITIES	No.	0				Rate Only
<b>f</b>	CRESTRON 7-INCH ROOM SCHEDULING TOUCH SCREEN WITH POE CONNECTIVITY AND WALL-MOUNTABLE DESIGN	No.	0				Rate Only
<b>2.1.5</b>	<b>CENTRAL AUTOMATION CONTROL - AUDIO</b>						
<b>a</b>	AUDAC COMPACT DUAL-CHANNEL POWER AMPLIFIER, IDEAL FOR BACKGROUND MUSIC AND PAGING APPLICATIONS	No.	1				
<b>b</b>	AUDAC QUICKFIT 2-WAY 8" CEILING SPEAKER, COAXIAL DESIGN WITH 100V LINE TRANSFORMER	No.	4				
<b>c</b>	LEGRAND 4COMP FLOOR DUCT HALF MOON TRUNKING FOR STRUCTURED CABLING AND CABLE MANAGEMENT	No.	3				
	<b>Carried forward to BID SUMMARY</b>					<b>TOTAL</b>	NS -

**Bill of Quantities: MICT Regional Offices, Mariental**  
**Audio Visual & Recording Equipment Installation - Quotation Number: 5280 / EE-Q**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
							n/a
3	<b>SECTION 3:</b> <b>AUDIO VISUAL INSTALLATION - (Recording/Editing Studios)</b>						*****
a	<b>GENERAL NOTES</b>						*****
	All rates shall include fastening, fastening materials and cabling to data cabinet and all other necessary material for a complete installation as specified below.						*****
3.1	<b>AUDIO VISUAL INSTALLATION</b>						*****
3.1.1	<b>COMPUTER, SCREEN AND SOFTWARE</b>						*****
a	24-INCH IMAC WITH RETINA 4.5K DISPLAY: APPLE M4 CHIP WITH 10-CORE CPU AND 10-CORE GPU, 24GB, 512GB SSD - SILVER	No.	2				
b	APPLE STUDIO DISPLAY 27"	No.	2				
c	APPLE THUNDERBOLT 3 CABLE (2.6') 80CM	No.	2				
d	LOGIC PRO SINGLE LICENSE (ITUNES DOWNLOAD)	No.	2				
e	STEINBERG CUBASE PRO 14 FULL VERSION	No.	2				
f	FINAL CUT PRO	No.	2				
3.1.2	<b>AUDIO MONITORS, STANDS</b>						*****
a	YAMAHA DBR12 - 12" 2-WAY POWERED LOUDSPEAKER - BLACK	No.	2				
b	HERCULES STANDS SS400B AUTOLOCK SPEAKER STAND W/ ADAPTOR	No.	2				
3.1.3	<b>STUDIO MICROPHONES</b>						*****
a	SENNHEISER MK 4 LARGE DIAPHRAGM STUDIO CONDENSER CARDIOID MICROPHONE, 24.4MM, MZQ 4 MIC CLAMP	No.	3				
b	SENNHEISER MKS 4 ELASTIC SUSPENSION WITH OPEN RING, FOR MK 4/8	No.	3				
c	SENNHEISER MKW 4 FOAM WINDSCREEN FOR MK 4	No.	3				
d	HERCULES STANDS MS120B LOW PROFILE H BASE MIC. STAND W/ TELESCOPIC BOOM	No.	3				
3.1.4	<b>DYNAMIC MICROPHONES</b>						*****
a	SENNHEISER E 835-S DYNAMIC CARDIOID MICROPHONE, XLR-3M, WITH ON/OFF SWITCH	No.	3				
b	SENNHEISER E 614 SUPER CARDIOID INSTRUMENT MICROPHONE	No.	3				
c	K&M 21070B MICROPHONE STAND	No.	4				
d	HERCULES KICK DRUM MIC STAND -TILT SHAFT	No.	1				
e	K&M 21070B MICROPHONE STAND	No.	1				
3.1.5	<b>HEADPHONES</b>						*****
a	SENNHEISER HD 300 PROTECT BROADCAST HEADPHONES, CIRCUMAUURAL, ACTIVEGARD, 1.5M CABLE, 3.5MM JACK	No.	2				
3.1.6	<b>MIXER</b>						*****
a	YAMAHA TF5 DIGITAL MIXING CONSOLE	No.	1				
b	YAMAHA NY64-D DANTE I/O EXPANSION CARD FOR TF MIXERS	No.	1				
c	SENNHEISER E 600 SERIES DRUM CASE BUNDLE, WITH 1X E 602-II, 4X E 604, 2X E 614	No.	1				
d	STAGE PLUS FLIGHTCASE FOR YAMAHA TF5 (DOG BOX)	No.	1				
	Carried forward to NEXT PAGE					<b>TOTAL</b>	NS

**Bill of Quantities: MICT Regional Offices, Mariental**  
**Audio Visual & Recording Equipment Installation - Quotation Number: 5280 / EE-O**

	Description	Unit	Qty	Labour Rate	Material Rate	Total Rate	Total (Qty*Total)
	Brought forward from PREVIOUS PAGE						N\$ -
3	<b>SECTION 3:</b> <b>AUDIO VISUAL INSTALLATION - (Recording/Editing Studios)</b>						*****
a	<b>GENERAL NOTES</b>						*****
	All rates shall include fastening, fastening materials and cabling to data cabinet and all other necessary material for a complete installation as specified below.						*****
3.1	<b>AUDIO VISUAL INSTALLATION</b>						*****
3.1.7	<b>PREMADE CABLES</b>						*****
a	STAGE PLUS PREMADE CABLE - MIC CABLE - AMPHENOL AC3MM>AC3F, SOMMER STAGE, BLACK 10M	No.	4				
b	STAGE PLUS PREMADE CABLE - MIC CABLE - AMPHENOL AC3MM>AC3F SOMMER STAGE BLACK 5M	No.	4				
c	STAGE PLUS PREMADE CABLE - INSTR CABLE - AMPHENOL ACPM-GN>AMPHENOL ACPM-GN, TRICONE, BLACK 10M	No.	6				
d	STAGE PLUS PREMADE CABLE - PATCH - AC3MM TO TS3P STAGE CABLE 10M	No.	1				
e	STAGE PLUS PREMADE CABLE - PATCH - AC3F TO TS3P STAGE CABLE 10M	No.	1				
f	YAMAHA TIO1608-D2 DIGITAL STAGE BOX WITH DANTE (UPDATED VERSION)	No.	2				
3.1.8	<b>UPS</b>						
a	PROLINE UPS I2000 2KVA TOWER	No.	1				
3.1.10	<b>STORAGE / ARCHIVING</b>						*****
a	2.0TB OWC MERCURY ELITE PRO DUAL WITH 3-PORT HUB	No.	1				
b	8.0TB OWC MERCURY ELITE PRO DUAL	No.	1				
	Carried forward to BID SUMMARY						<b>TOTAL</b>

**Tender Summary for the Bill of Quantities**

**Bill of Quantities: MICT Regional Offices, Mariental**  
**Audio Visual & Recording Equipment Installation - Quotation Number: 5280 / EE-O**

	Description	
1	SECTION 1 PRELIMINARY AND GENERAL	N\$ -
2	SECTION 2: AUDIO VISUAL INSTALLATION - (Boardroom)	N\$ -
3	SECTION 3: AUDIO VISUAL INSTALLATION - (Recording/Editing Studios)	N\$ -
<b>SUB TOTAL (excluding Contingencies and VAT)</b>		N\$ -
Contingencies 5% of SUB TOTAL above		N\$ -
<b>TOTAL AUDIO VISUAL INSTALLATION EXCLUDING VAT</b> (Carried forward to cover page)		N\$ -

NOTES

1. ALL AUDIO VISUAL EQUIPMENT AND PERIPHERALS WILL BE PROVIDED BY THE CLIENT.

2. ALL AUDIO VISUAL EQUIPMENT AND PERIPHERALS WILL BE PROVIDED BY THE CLIENT.

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10. THE AUDIO VISUAL EQUIPMENT AND PERIPHERALS WILL BE PROVIDED BY THE CLIENT.

CLIENT

MINISTRY OF WORKS AND TRANSPORT

PROJECT NO. 1001/017EE-Q

DATE: 09/03/2018

SCALE: 1:50

PROJECT NO. 1001/017EE-Q

DATE: 09/03/2018

SCALE: 1:50

PROJECT NO. 1001/017EE-Q

DATE: 09/03/2018

SCALE: 1:50

CONSULTANTS

CLANCY ARCHITECTS

1001/017EE-Q

1001/017EE-Q

1001/017EE-Q

1001/017EE-Q

1001/017EE-Q

1001/017EE-Q

1001/017EE-Q

1001/017EE-Q

1001/017EE-Q

PROJECT

CONSTRUCTION OF NEW REGIONAL AND OFFICES IN MARSHALL HARBOR REGION

PROJECT NO. 1001/017EE-Q

DATE: 09/03/2018

SCALE: 1:50

PROJECT NO. 1001/017EE-Q

DATE: 09/03/2018

SCALE: 1:50

AUDIO VISUAL LEGEND	
SYMBOL	DESCRIPTION
	1. ALL AUDIO VISUAL EQUIPMENT AND PERIPHERALS WILL BE PROVIDED BY THE CLIENT.
	2. ALL AUDIO VISUAL EQUIPMENT AND PERIPHERALS WILL BE PROVIDED BY THE CLIENT.
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	10. THE AUDIO VISUAL EQUIPMENT AND PERIPHERALS WILL BE PROVIDED BY THE CLIENT.

THE PLACEMENT OF ALL EQUIPMENT IN THE RECORDING STUDIO IS SUBJECT TO APPROVAL BY THE CLIENT PRIOR TO CONSTRUCTION.