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PROCUREMENT No.: W/ONB/NCHE-01/2025/26

BID CLOSING DATE: 14 April 2026 at 10:00

BID ISSUE DATE: 13 March 2026

COMPULSORY SITE MEETING: N/A

DESCRIPTION: SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF THE CCTV & ALARM SYSTEM INSTALLATION FOR THE NCHE BUILDING

BIDDER:

ADDRESS:

TEL/CELL:

FAX:

TOTAL BIDDING PRICE: N\$..... (INCLUDING VAT)

..... (FROM SUMMARY)

AMOUNT IN WORDS:

SUBMISSION: SEALED BIDS MARKED "BID No: **W/ONB/NCHE-01/2025/26**, SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF THE CCTV & ALARM SYSTEM INSTALLATION FOR THE NCHE BUILDING," SHALL BE DELIVERED TO THE NATIONAL COUNCIL FOR HIGHER EDUCATION SECRETARIAT (NCHE), ERF 6445 & 6446 C/O HOOGENHOUT & HADDY STREETS, WINDHOEK-WEST BID BOX, NOT LATER THAN THE CLOSING DATE & TIME INDICATED ABOVE.

ELECTRICAL ENGINEER



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 VAT Reg.: 7023443-01-5

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Summary Description

This Standard Bidding Document for Procurement of Works is to be used when a prequalification process has not taken place before bidding and, therefore, post-qualification applies. A brief description of these documents is given below.

SBD for Procurement of Works

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding Data Sheet

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III. Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Section IV. Evaluation Criteria

This section contains supplementary evaluation criteria which the Employer may choose to apply to the procurement under consideration.

PART 2 – EMPLOYER’S REQUIREMENTS

Section V. Employer’s Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions of Contract

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VII. Special Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section VIII. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

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PART I – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Public Entity as defined¹ in Section II “Bidding Data Sheet” (BDS) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS** and Section VII, “Special Conditions of Contract” (SCC).
- The name and identification number of the Contract are **provided in the BDS and the SCC**.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.
- 1.3 Throughout these bidding documents, the terms:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means calendar day unless otherwise stated; and
- 2. Source of Fund**
- 2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS**.
- 3. Public Entities Related to Bidding Documents & to application for review**
- 3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

**The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**

¹ See Section IV, “General Conditions of Contract,” Clause 1. Definitions.

4. Fraud and Corruption

- 4.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 4.2 The Employer 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;

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 property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- 4.3. 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

5. Eligible Bidders

- 5.1 A Bidder may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All

partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.3 (a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

6. Qualifications of Bidders

- 6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years or as otherwise **stated in the BDS**; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site personnel and technical personnel proposed for the contract;
 - (f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the Bidder's bankers; and
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
 - (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
 - (k) all information as requested in Section 1 (clause 13) and Section IV

- 6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) a minimum average annual financial amount of construction work over the period **specified in the BDS**.
 - (b) experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as **specified in the BDS** (To comply with this requirement, works cited should be at least 70 percent complete);
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
 - (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.²

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

B. Contents of Bidding Document

7. Sections of Bidding Document

- 7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

Section I - Instructions to Bidders (ITB)
 Section II- Bidding Data Sheet
 Section III - Evaluation Criteria
 Section IV - Bidding Forms
 Section V - Employer's Requirements
 Section VI – General Conditions of Contract
 Section VII- Special Conditions of Contract
 Section VIII - Contract Forms

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

² Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Government shall pay the Contractor's monthly certificates.

- 8. Clarification of Bidding Document**
- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.
- The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.
- Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.
- 9. Site visit/Pre-bid meeting**
- 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.
- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10. Amendment of Bidding Document**
- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. Preparation of Bids

- 11. Cost of Bidding**
- 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.
- 12. Language of Bid**
- 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.
- 13. Documents Comprising the Bid**
- 13.1 The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section IV);
 - (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
 - (c) completed Bill of Quantities / Activity Schedule;

(d) the following documentary evidence is required

1. a valid certified copy of the company Registration Certificate;
2. an original or certified copy of valid good Standing Tax Certificate;
3. an original or certified copy of valid good Standing Social Security Certificate;
4. 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;
5. a certified copy of certificate indicating SME Status (for Bids reserved for SMEs);
6. 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;
7. a signed Bid-securing Declaration.
8. be registered as an entity in Namibia with 100% equity owned by Namibian citizens.
9. a certified & valid copy of certificate of registration as a CCTV & alarm systems installer with appropriate agent/ manufacturer (whichever is applicable).
10. Letter of Intent issued by a bank indicating its willingness and capacity to issue a performance guarantee on behalf of a contractor, subject to the bank's internal approvals and conditions. The letter must be signed and stamped by the bank and may not be older than 30 days from date of bid closure.

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| 14. Bid Submission Form and Schedules | 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided. |
| 15. Alternative Proposal | 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section III. |

- 16. Bid Prices and Discounts**
- 16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities³ submitted by the Bidder.
- 16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.⁴ Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.⁵
- 16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.
- The discount if any and the conditions of its application shall be indicated separately.
- 17. Currencies of Bid and Payment**
- 17.1 The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract unless otherwise **specified in the BDS**.
- 17.2 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 18. Documents Comprising the Technical Proposal**
- 18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section IV), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for a period **specified in the BDS**. The Bid Validity period should not exceed **180** days.
- 19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
- 20. Bid Security/Bid Securing Declaration**
- 20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so **required in the BDS**.

³ In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."

⁴ In lump sum contracts, delete "described in the Bill of Quantities" and replace with "described in the drawings and specifications and listed in the Activity Schedule."

⁵ In lump sum contracts, delete "rates, prices, and."

- 20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section IV and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.
- 20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.
- 20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it “ORIGINAL”. In addition, the Bidder shall submit the number of copies **as specified in the BDS**, clearly mark with the label “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as indicated in ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

- (d) bear a warning not to open before the time and date for bid opening.
- 23. Deadline for Submission of Bids**
- 23.1 Bids shall be delivered to the Employer at the address and no later than the time and date **specified in the BDS**.
- The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.
- 24. Late Bids**
- 24.1 Late bids shall not be considered. They will be returned unopened
- 25. Withdrawal, Substitution, and Modification of Bids**
- 25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 26. Bid Opening**
- 26.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.
- 26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.

- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section V (Employer's Requirements) have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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.
- 32. Margin of Preference**
- 32.1 **Unless otherwise specified in the BDS,** Margin of preference shall not apply.
- 33. Evaluation of Bids**
- 33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.
- 33.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Day work items, where priced competitively; and
 - (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section III, and Margin of Preference, if applicable.
- 33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria).
- 33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.
- 34. Comparison of Bids** 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.
- 35. Qualification of the Bidder** 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.
- 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 38. Notification of Award**
- 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notice for selection of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
 - (ii) an executive summary of the Bid Evaluation Report.
- 38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39. Signing of Contract**
- 39.1 Promptly upon issue of notification of award, the Employer shall send to the successful Bidder the Contract Agreement.
- 39.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 40. Performance Security**
- 40.1 Within thirty (30) days of the receipt of the notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 41. Advance Payment and Security**
- 41.1 The Public Entity shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, **as stated in the BDS**. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.

- 42. Plant and Materials on site** 42.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 43. Debriefing** 43.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.

Section II. Bidding Data Sheet (BDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. General	
ITB 1.1	<p>The Public Entity is: <u>National Council for Higher Education (NCHE)</u></p> <p>The Works consist of:</p> <p>The scope of work comprises the SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF THE CCTV & ALARM SYSTEM INSTALLATION FOR THE NCHE BUILDING as well as the guarantee for 12 months on equipment as described and specified in this document, bill of quantities and on the drawings listed.</p> <ul style="list-style-type: none"> • A new CCTV system for NCHE Head Office • Upgrade of Existing Alarm System to connect the new east wing at NCHE Head office <p>The name and identification of the Contract are:</p> <p>THE SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF THE CCTV & ALARM SYSTEM INSTALLATION FOR THE NCHE BUILDING</p> <p>PROCUREMENT REF. NO.: W/ONB/NCHE -01/2025/26</p>
ITB 1.2	<p>The Intended Completion period is:</p> <p>AS PER AGREED SCHEDULE.</p>
ITB 2.1	<p>The Funding Agency is:</p> <p><u>National Council for Higher Education (NCHE)</u></p>
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr</p>
ITB 6.2	<p>The information required from bidders in ITB Sub-Clause 5.2 is modified as follows:</p>
ITB 6.2 (d)	<p><i>Contractors should have at least three years of experience for works of similar nature.</i></p>

ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of 100% of the contract/TOTAL BOQ value over the last 1 year.
ITB 6.3 (b)	<p>The number of works is: 3</p> <p>The period is: 3-5 years</p> <p>Bidder must portray experience in the following type of works:</p> <ul style="list-style-type: none"> <i>i. CCTV systems</i> <i>ii. Alarm Systems</i>
ITB 6.3 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <p>CCTV System – Core Equipment</p> <p>Cameras</p> <ul style="list-style-type: none"> • <i>Bullet cameras (outdoor / long-range)</i> • <i>Dome cameras (indoor / vandal-resistant)</i> • <i>PTZ cameras (large areas / remote control)</i> • <i>IP cameras (PoE-based network systems)</i> • <i>Analog cameras (for DVR-based systems)</i> <p>Recording & Storage</p> <ul style="list-style-type: none"> • <i>NVR (Network Video Recorder) – for IP systems</i> • <i>Surveillance-grade HDDs</i> • <i>Rack cabinet</i> <p>Power & Network</p> <ul style="list-style-type: none"> • <i>PoE switch (managed/unmanaged as required)</i> • <i>Cat6 cable (IP systems)</i> • <i>RG59 Siamese cable (analog systems)</i> • <i>Patch cords</i> • <i>RJ45 connectors / BNC connectors</i> <p>Alarm System – Core Equipment</p> <p>Control & Detection Devices</p> <ul style="list-style-type: none"> • <i>Alarm control panel</i> • <i>Keypad / touchscreen panel</i> • <i>PIR motion detectors</i> • <i>Door/window magnetic contacts</i> <p>Notification & Communication</p> <ul style="list-style-type: none"> • <i>Indoor/outdoor sirens</i> • <i>Strobe light</i> • <i>GSM / IP communicator module</i> • <i>Backup battery (12V 7Ah or as specified)</i> <p>Installation Tools & Accessories</p> <p>Cabling & Mounting</p> <ul style="list-style-type: none"> • <i>Cable trunking / conduit</i> • <i>Junction boxes</i>

	<ul style="list-style-type: none"> • <i>Mounting brackets</i> • <i>Wall plugs & screws</i> • <i>Cable ties & labels</i> <p>Essential Tools</p> <ul style="list-style-type: none"> • <i>RJ45 crimping tool</i> • <i>Cable stripper</i> • <i>Network cable tester</i> • <i>Drill + masonry bits</i> • <i>Screwdriver set</i> • <i>Fish tape (for pulling cable)</i> • <i>Ladder</i> • <i>Multi-meter</i> • <i>Laptop (for NVR & IP configuration)</i> <p>Configuration & Commissioning Requirements</p> <ul style="list-style-type: none"> • <i>Static IP allocation plan</i> • <i>Network switch configuration access</i> • <i>Monitor (for NVR/DVR setup)</i> • <i>Mouse & keyboard</i> • <i>Mobile app setup (client demonstration)</i> • <i>System documentation templates</i>
ITB 6.3 (d)	BIDDER TO PROVIDE CV's & QUALIFICATIONS OF KEY PERSONNEL IN ACCORDANCE WITH CONTRACT, BOQ & DRAWINGS PROVIDED.
ITB 6.3 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: 30% OF THE TOTAL BOQ VALUE
B. Bidding Documents	
ITB 8.1	The Public Entity's address for clarification is: <i>Ms Vigilant Hangula</i> <i>National Council for Higher Education Secretariat (NCHE)</i> <i>ERF 6445 & 6446 C/O Hoogenhout & Haddy Streets</i> <i>Windhoek-West</i> <i>Po Box 90890</i> <i>Klein Windhoek</i> <i>NAMIBIA</i> <i>Tel: +264 061 2871500/ +264 061 2871515</i> <i>Email: Procurement@nche.org.na</i>
ITB 9.2	A pre-bid meeting has been scheduled for: N/A
C. Preparation of Bids	

ITB 13.1(e)	Any additional materials required to be completed and submitted by the Bidders are: As per Section III - Evaluation Criteria
ITB 17.1	The Contract <i>is not</i> subject to price adjustment.
ITB 17.2	Interim Payment for Plant and Material on-site is applicable. Payment shall be made as per progress of works <i>with</i> payment for materials on site.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	a) No Bid Security is required. b) Bid shall be accompanied by a duly completed & signed Bid Securing Declaration
D. Submission and Opening of Bids	
ITB 21.1	In addition to the original of the bid, the number of copies is: ONE
ITB 23.1	The deadline for submission of bids shall be: 14 April 2026, 10h00
ITB 23.1	The Employer's address for the purpose of Bid submission is: National Council for Higher Education Secretariat (NCHE) ERF 6445 & 6446 C/O Hoogenhout & Haddy Streets Windhoek-West Po Box 90890 Klein Windhoek NAMIBIA Tel: +264 061 2871500/ +264 061 2871515 Email: Procurement@ncche.org.na
ITB 26.1	The bid opening shall take place at: National Council for Higher Education Secretariat (NCHE) ERF 6445 & 6446 C/O Hoogenhout & Haddy Streets Windhoek-West Boardroom at 10H30 on 14 April 2026
E. Evaluation and Comparison of Bids	

ITB 32.1

National preference will apply as per code of good practice

$$A = MP \times BP/100$$

in which formula

A” represents the amount to be determined

MP” represents the total percentage of all margins of preference granted in respect of the bid

“BP” represents the bid price.

CATEGORIES OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENT EVIDENCE TO BE SUBMITTED	CRITERIA
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 Valued Added Calculation in Annexure 1, and as certified by an Accountant.	“manufacturer” means a person or a company that is involved in the physical or chemical transformation or materials or components into new products whether – (a) the transformation is through work; Performed by a power-driven machine or by hand; or Done in a home or factory; or The new products are sold on a wholesale or retail basis.
Micro, Small and Medium Enterprise	1%	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership	a bidder who is a MSME, means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51 % owned by Namibians.
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	A bidder who is a woman or whose minimum equity is 51% owned by Namibian women.
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.	A bidder who is a youth or whose minimum equity is 51% owned by Namibian youths
Previously Disadvantaged person owned enterprise	2%	-IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificates -declaration indicating the percentage of Namibian	a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs.

			PDPs ownership.	
	Suppliers providing environmental protection	1%	-Declaration and proof that the bidder meets the requirements set out in the bidding document.	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document.
	Suppliers providing employment to Namibians	1%	-declaration that the bidder employs 50% or more Namibian citizens.	A bidder who employs 50% or more Namibian citizens.
	TOTAL	10%		
F. Award of Contract				
ITB 40.1	The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee”. The Bank guarantee shall be <i>10%</i> of the contract price inclusive of provisional and contingencies sum and VAT. <i>A Bank Guarantee shall be unconditional (on demand) (see Section VIII: Contract Forms).</i>			
ITB 41.1	The Advance Payment shall not be applicable.			
ITB 42.1	Interim Payment for Plant and Material on-site is applicable.			

Section III - Evaluation Criteria

This section contains supplementary criteria that the Employer shall use to evaluate bids.

1. Evaluation

Evaluation Methodology

Evaluation is going to be conducted by an Ad hoc Bid Evaluation Committee (BEC) in accordance with the following criteria as stated in the tables below.

1.1 PHASE 1 - ELIGIBILITY EVALUATION

All bidders that obtain a NO in all the required criteria as stated in 1.1 will proceed to be evaluated on preliminary/administrative requirement. A bidder that obtains a “YES” in any of the criteria shall be deemed non-responsive and will be disqualified.

No	Eligibility Requirements	Yes	No
1.1.1	Is the Bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter?		
1.1.2	Does the bidder appear on any of the development banks ineligibility lists (African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group, Ministry of Finance PPU website		

1.2 PRELIMINARY/ADMINISTRATIVE REQUIREMENT

The preliminary/administrative requirement will be assessed based on a Yes or No

No	Administrative Requirements	Yes	No
1.2.1	Is the Bid written in English?		
1.2.2	Are all the respective pages of the bid document or where amendments have been made signed and initialed by a person or persons duly authorized to sign on behalf of the bidder.		
1.2.3	The offered period of validity of the bid is in line with the period stipulated in the Bidding Data Sheet?		
1.2.4	Has the bidder signed and dully completed the Bid Securing Declaration?		

All bidders that obtain a YES in all the required documents as stated in 1.2 will proceed to be evaluated on mandatory requirements. A bidder that obtains a “NO” in any of the criterions shall be deemed non-responsive.

1.3 MANDATORY REQUIREMENTS

No	Factors/Equipment's	Yes	No
1.3.1	Does the Bidder meet the requirements of this Bid reserved for entities incorporated in Namibia with 100% shareholding or equity vested in Namibian citizens in line with section 29 (a) of the Public Procurement Act No.15 of 2015? [Attach duly certified copies of all shareholders' certificates or Members' Interest Certificate and Namibian Identification Documents]. In the case of Joint Ventures (JV), each JV partner must comply with the above		
1.3.2	Has the Bidder provided a valid original or valid certified copy of an original Good Standing Tax Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act,1963 (Act No. 16 of 1963)), In the case of Joint Ventures (JV), each JV partner must comply with the above		
1.3.3	Has the Bidder provided a valid Good Standing Social Security Certificate. In the case of Joint Ventures (JV), each JV partner must comply with the above		
1.3.4	Has the Bidder provided a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of Affirmative Action Compliance Certificate or 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; In the case of Joint Ventures (JV), each JV partner must comply with the above.		
1.3.5	Has the Bidder provided a written undertaking in compliance with Section 138 (2) of the Labour Act, 2007 and Section 50 (2)(D) of the Public Procurement Act, 2015?. In the case of Joint Ventures (JV), each JV partner must comply with the above.		
1.3.6	Has the Bidder provided a certified copy of company registration, clearly indicating shareholder and principal contact details. A co-operative registered under laws regulating co- operatives in Namibia, a trust registered under the laws regulating trusts in Namibia or a partnership or joint venture or similar agreement,		
1.3.7	Has the Bidder provided written special power of attorney to initial and sign the standard bidding document for the purposes of procurement process? (Not Applicable to Close Corporations/companies owned by one Director, provided that the director is the one signing the bid.)		
1.3.8	Letter of Intent issued by a bank indicating its willingness and capacity to issue a performance guarantee on behalf of a contractor, subject to the bank's internal approvals and conditions. The letter must be signed and stamped by the bank and may not be older than 30 days from date of bid closure.		
1.3.9	a valid and certified copy of certificate of registration as an SME issued by Ministry of Industrialization, Trade and SME Development. This bid is reserved for SME's.		

Section II- Bidding Data Sheet

All bidders that obtain a Yes in all the required documents as stated in 1.3 will proceed to the next phase (phase 2 - technical evaluation). A bidder that obtains a "NO" in any of the criteria above shall be deemed non-responsive and shall not be adjudicated further.

2 PHASE 2: TECHNICAL EVALUATION

Bidders will be assessed against the technical evaluation criteria as stated in Table 3 below as per the weights stated therein. The total technical evaluation is out of 100%. For a bidder to proceed to the next phase (phase 4 – financial evaluation), the bidder must score a minimum of 80%. Bidders who fail to achieve the required minimum score of 80% will be deemed as “technically non-responsive”. Such bidders will be excluded from being considered for further evaluation.

Table 3 Technical Evaluation

Criteria	Requirement	Score	Max
Relevant Experience	Proof of experience in successful completion of CCTV & Alarm Installations of similar (nature & magnitude/size) projects. Bidders must attach employers’ reference letters with contactable references & the corresponding (to reference letter) completion certificates from employers/engineers.		20%
	3 or more similar projects – reference letters & corresponding completion certificates	20%	
	2 similar projects – reference letters & corresponding completion certificates	10%	
	Less than 2 similar projects	0%	
Certifications & Training	Vendor/Installer must be certified by Hikvision and must have a valid and certified copy of the CCTV Certification.		10%
	Valid & certified copy of certification(s) submitted for key technical staff	10%	
	No valid and certified certification submitted	0%	
Technical Compliance with Specifications	CCTV & Security System as per Section IV - Bidding Forms, Specifications & Compliance Sheet		30%
	Fully compliant with all technical specs	30%	
	Partially compliant (more than deviations, alternatives proposed)	15%	
	Major deviations or non-compliance	0%	
System Integration & Usability (bidder to provide information / write-up)	Integration between CCTV & Alarm, remote access, mobile app and user-friendliness		10%
	Full seamless integration & remote usability demonstrated	10%	
	Partial integration or limited usability demonstrated	5%	
	No integration	0%	

Section II- Bidding Data Sheet

Resources & Equipment (see ITB 6.3 (c) for list of equipment required)	Availability of essential equipment (vehicles, tools, testing devices, ladders, cable testers, etc.)		10%
	Proof of ownership/lease of required equipment (provide invoices / declaration of ownership / lease agreement with list of equipment)	10%	
	No proof submitted	0%	
Key Technical Personnel Experience	CVs of the project manager & technicians		10%
	Project Manager – 5+ years in CCTV-related projects	10%	
	Project Manager – 3–4 years in CCTV-related projects	5%	
	Less than 3 years in CCTV-related projects	0%	
After-Sales Support & Maintenance (SLA)	Local support availability, SLA response times, warranty terms		10%
	SLA submitted with clear response & resolution times + local (Windhoek) support office	10%	
	SLA submitted but limited details, no clear response & resolution times & no local presence	5%	
	No SLA submitted	0%	
TOTAL			100

3 PHASE 3: FINANCIAL EVALUATION

The estimated project value is N\$575 000 including provisional sums, contingencies, escalation and VAT.

Only Bids that fall within the range of 10% below and 10% above the estimated project cost, including provisional sums, contingencies, escalation and VAT, will be adjudicated further.

4 PHASE 4 MARGIN OF PREFERENCE

The Margin of preference shall only be applied as per ITB 32.1 if more than one bidder qualifies following Phase 3 Financial Evaluation.

The bid shall be awarded to the lowest technically responsive bidder.

Section IV - Bidding Forms

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Bid Submission Form

The Bidder must prepare the Bid Submission Form on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.

Date: _____

Bidder's Reference No.: _____

Procurement Reference No: **W/ONB/NCHE-01/2025/26**

To: National Council for Higher Education Secretariat (NCHE)
Erf 6445 & 6446 C/O Hoogenhout & Haddy Streets
Windhoek-West, Po Box 90890, Klein Windhoek, NAMIBIA

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (c) The total price of our Bid after discounts, if any, offered in item (d) below is:

_____;
- (d) The discounts offered and the methodology for their application are:

_____;
- (e) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 19.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;

- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁶
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor’s Representative:

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date:

Seal of Company

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

⁶ Use one of the two options as appropriate.

Date:

Procurement Ref No.: W/ONB/NCHE-01/2025/26

**To: National Council for Higher Education Secretariat (NCHE)
Erf 6445 & 6446 C/O Hoogenhout & Haddy Streets
Windhoek-West, Po Box 90890, Klein Windhoek, NAMIBIA**

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

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

1. EMPLOYER’S 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.*

Specifications and Compliance Sheet

Procurement Reference Number: **W/ONB/NCHE-01/2025/26**

[Bidders should complete columns C and D with the specification and performance of the Works offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature / specifications for each item offered, each spec sheet shall be marked or labelled as per the corresponding item number in the table below. Authorise the specification offered in the signature block below. Bidders who do not comply with these instructions shall not be adjudicated further.]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
A1	CCTV Turret Network Cameras (bidder to provide brand, resolution MP & technology feature/s)		
A2	CCTV Bullet Network Cameras (bidder to provide brand, resolution MP & technology feature/s)		
A3	CCTV Panoramic Network Cameras (bidder to provide brand, resolution MP & technology feature/s)		
A4	NVR (bidder to provide brand, no of channels & megabits per second Mbps)		
A5	Storage (bidder to provide brand, type & total capacity TB)		
B1	Panel compatible with existing system		
B2	Same brand/protocol as existing panel		
B3	No replacement of existing system		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
B4	Updated integration diagram attached		
B5	PIR detectors as per BOQ		
B6	Door contacts as per BOQ		
B7	15W siren provided		
B8	Red strobe provided		

* 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		
Company Stamp:			

Qualification Information

*[The information to be filled in by **bid**ders in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 6. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]*

1. Individual Bidders or Individual Members of Joint Ventures

**1.1 CONSTITUTION OR LEGAL STATUS OF BIDDER:
[ATTACH COPY]**

Place of registration: _____ *[insert]*

Principal place of business: _____ *[insert]*

1.2 SIGNATORIES FOR COMPANIES MUST ESTABLISH THEIR AUTHORITY BY ENCLOSING HERE A COPY OF THE RELEVANT RESOLUTION OF THE BOARD OF DIRECTORS DULY SIGNED AND DATED: [ATTACH COPY]

1.3. ANNUAL AMOUNTS OF CONSTRUCTION WORKS PERFORMED DURING THE LAST [3] YEARS

[insert amounts in the national currency equivalent]

1.4 Number [insert number] of works of a nature and amount similar to the Works performed as prime Contractor over the last [3] years. [Also list details of work under way or committed, including expected completion date(s).]

Project/Contract name and country	Consulting Engineer Company / Contact Person	Name of client and contact person	Type of work performed and year of completion	Value of contract in NAD
(a)				
(b)				
(c)				
(d)				
(e)				
(f)				

1.5 The bidder must insert in the space provided below, a list of all his present contractual commitments. – at least 3 projects to be entered in hand written form into the enclosed schedule.

PROJECT and CONSULTING ENGINEER (Contact person and phone no)	PLACE / LOCATION / CLIENT	CONTRACT AMOUNT	ANTICIPATED COMPLETION DATE

I/We hereby certify that the abovementioned particulars are correct in all respects. Furthermore, I/we confirm that, having regard to our present commitments, I/we shall be able to complete this contract within the specified contract period, should the contract be awarded to me/us.

1.6 Major items of Contractor's Equipment proposed for carrying out the Works. [List all information requested below. Refer also to ITB Sub-Clause 6.3 (c).]

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)	QTY
(a)				
(b)				
(c)				
(d)				
(e)				
(f)				
(g)				
(h)				

The bidder must state below what test and other equipment he can make available for this contract.

	DESCRIPTION, SIZE, CAPACITY	QUANTITY
TEST EQUIPMENT		
Voltmeter		
Ammeter		
5000V Megger		
Phase rotation tester		
Earth resistance tester kit		
Soil resistivity meter kit		
OTHER EQUIPMENT		
Generator (Type/Model)		
Electrical Drill		
Crimping Tool		
Extension Ladder		
Measuring wheel		
Hand Tools		
Picks & shovels		
Compressor		
Cable drum stands		
Run out pulleys		

N.B.

After award of the Contract, the Contractor must satisfy the Engineer that all the above test and other equipment, or their equivalent, are on site at all times when required. The Contractor shall maintain all equipment in good working order for the duration of the Contract.

The Contractor also undertakes to bring onto site without additional cost to the Employer, any additional equipment which in the opinion of the Engineer is necessary to complete the Contract within the tendered contract period.

1.7 Qualifications and experience of key personnel proposed for administration and execution of the Contract. [Attach biographical data. Refer also to ITB Sub-Clause 6.3 (d).]

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			
(d)			
(e)			

1.8. Proposed subcontracts and firms involved. Refer to General Conditions of Contract Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			
(c)			

1.9 Financial reports for the last /3/ years: Financial Statements, Audited Accounts, etc. [attach copies.]

1.10 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List the support documents below and attach copies.

1.11 Bank reference letter/s

1.12 Direct Material Costs

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 Engineer 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.

Contractor's profit for direct material costs (percent)	%
---	---

This % shall be carried forward and inserted in formula in final bid summary (if applicable).

1.13 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

2. Additional Requirements

2.1 Bidders should provide any additional information requested in the Bidding Document.

Bill of Quantities⁷

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

- * Supply
- * Delivery
- * Off-loading
- * Storage
- * Handling
- * Cleaning
- * Installation
- * Commissioning
- * Testing
- * Maintenance
- * Overhead charges
- * General Sales Tax
- * Profit
- * General liabilities
- * Obligations
- * Risks

⁷ *In lump sum contracts, the “Bill of Quantities” is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a “Schedule of Activities.”*

NCHE CCTV & ALARM SYSTEM INSTALLATION

PROVISIONAL SCHEDULE OF QUANTITIES

BILL 1 - PRELIMINARY & GENERAL

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column72	Column8
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL RATE	LABOUR RATE	TOTAL RATE		AMOUNT
	CCTV, ACCESS CONTROL & SECURITY SYSTEM WORKS: PRELIMINARY & GENERAL							
1	FIXED - CHARGE ITEMS Contractual Requirements							
1.1	Sureties & Insurance	sum	1					-
1.2	Temporary buildings & facilities required by contractor	sum	1					-
1.3	Lights, Power & Water	sum	1					-
1.4	Security of materials and equipment stored and used on site.	sum	1					-
1.5	Erection & Removal of site establishment	sum	1					-
1.6	Allow for the site supervision by a qualified artisan as foreman until the work is completed - note that up to 5% of the contract value may be withheld should the supervision not be acceptable to the Engineer.	sum	1					-
1.7	Allow for attendance of site visit & meetings at least once every month for the entire contract period.	sum	5					-
1.8	Erection of project sign board	sum	1					-
1.9	Performance Guarantee	sum	1					-
2	TIME RELATED CHARGES (for the contract period until successful completion of the installation)							
2.1	Sureties & Insurance	sum	1					-
2.2	Temporary buildings & facilities required by contractor	sum	1					-
2.3	Lights, Power & Water	sum	1					-
2.4	Security of materials and equipment stored and used on site.	sum	1					-
2.5	Erection & Removal of site establishment	sum	1					-
2.6	Allow for the site supervision by a qualified artisan foreman until the work the work is completed - note that up to 5% of the contract value may be withheld should the supervision not be acceptable to the Engineer.	sum	1					-
2.7	Traveling & attendance at site meetings at least once every month for the entire contract period plus 3 meetings during the retention period.	sum	1					-
2.8	Transport	sum	1					-
2.9	Other Liabilities (Tenderer to specify) - may be listed in a covering letter.	sum	1					-
3	DIVERSE & GENERAL							
3.1	Provision of marked- up (RED LINED) drawing for as-built purposes & A4 triplicate site instruction book	sum	1					-
3.2	Storage of materials and equipment throughout the contract period	sum	1					-
3.3	Provision of phased construction & co-operation with the other contractors.	sum	1					-
3.4	Allow for the completion of applications and arrangement of the main supply	sum	1					-
3.5	Operation & Maintenance Manuals for equipment supplied & installed.	sum	1					-
4	TESTING, COMMISSIONING & MAINTENANCE							
	CCTV Cost required for all testing and commissioning of the complete installation.	sum	1					-
	Cost required for the 12 months maintenance period including frequent inspections to site.	sum	1					-
	ALARM SYSTEM Cost required for all testing and commissioning of the complete installation.	sum	1					-
	Cost required for the 12 months maintenance period including frequent inspections to site.	sum	1					-
	Total carried Forward to Summary: BILL 1: PRELIMINARY & GENERAL							-

BILL 2: CCTV

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL RATE	LABOUR RATE	TOTAL RATE		AMOUNT
2	CCTV INSTALLATION							
2.1	SUPPLY AND INSTALLATION OF CCTV CAMERAS							
2.1.1	Equal or Approved to: Hikvision 4 MP ColorVu with Smart Hybrid Light Fixed Turret Network Camera, 2.8mm lens, Support Human and Vehicle Detection, Smart Hybrid Light: advanced technology with long range, Built-in microphone for real-time audio security	No	22					-
2.1.2	Equal or Approved to: Hikvision IP66 8 MP Panoramic ColorVu Fixed Bullet Network Camera	No	9					-
2.1.3	Equal or Approved to: Hikvision IP 4MP, ColorVu, Fixed Bullet Network Camera, 4mm lens, Full time colour day & night	No	5					-
2.1.3	Equal or Approved to: Hikvision IP TandemVu 7-inch 4 MP 32X ColorVu & IR Network Speed Dome, no bracket or power supply included	No	1					-
2.1.4	Corner mount pole mount bracket	No	1					-
2.1.5	CAT6 cable, Type MOLEX or equal or approved, colour BLUE wired to each camera	No	37					-
2.1.6	50mm Galvanised vertical pole (4m mounting height) c/w Camera mounting bracket & accessories	No	1					-
2.1.7	Armoured external coaxial cable (PoC), Type MOLEX or equal or approved, wired to each camera	m	50					-
2.1.10	Hikvision 8 Port Gigabit Smart POE Switch, 8 x Gigabit PoE port, 2 x Gigabit RJ45 port	No	1					-
2.1.11	HIKVISION 32 CH 256MBPS NVR 16 PoE / PoC	No	1					-
	HIKVISION 16 CH 256MBPS NVR 16 PoE / PoC	No	1					-
2.2	CIVIL WORKS							
2.2.1	Making good of building works, rectification of plaster, minor brick works & painting	Sum	1					-
2.2.2	Making good interlocks, Lifting & replacing of interlocks to SABS	m ²	50					-
2.2.3	Trenching - 700 mm deep, 300 mm wide, in ground (handtools) - to SABS - incl. Backfilling	m	50					-
2.2.4	Sleeves - 50mm diameter, PVC class 6 in 6m lengths	No	3					-
2.3	ACCESSORIES							
6.4	Supply and installation of Operating System							
6.4.1	PN40 ULTRA SFF INTEL AMD CPU, 8GB 2666MHZ DDR4 SODIMM 1.5V MEMORY, 120GB 2.5 SATA SSD. UP TO 530MBS READ AND 400MBS WRITE SPEEDS 1XHDMI NO DVDRW WIN10PRO OPERATING SYSTEM, ASUS MINI PC EQUAL OR APPROVED	Sum	1					-
6.4.2	55" Monitor / 16:9/HDMI, Samsung or equal & approved	No	2					-
6.4.3	Software	No	1					-
6.4.4	8 TB CCTV Compatible Seagate Skyhawk Surveillance	No.	6					-
2.4	ADDITIONAL ITEMS							
	Items omitted above, required for a safe and functional installation. Please specify							
6.3.2	32U Floor Standing Data Cabinet, Type: Spacenet, The DATA CABINET must be supplied and installed by an approved computer network specialist to be approved by the Engineer. The DATA CABINET must be complete with fans, patchfans, flyleads, brush panels and Metallic PDU minimum 6 way.	No	1					-
2.5	TRAINING							
2.5.1	Allow for training of Staff over a 2 day period in Windhoek, including all transportation, accommodation and other expenses - training shall include for controller and software. Minimum 2 staff members	Sum	1					-
2.5.2	2 x training manuals shall be allowed for each software module	Sum	1					-
Total carried Forward to Summary: BILL 2: CCTV INSTALLATION								-

BILL 3: SECURITY SYSTEM

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL RATE	LABOUR RATE	TOTAL RATE		AMOUNT
3	SECURITY SYSTEM INSTALLATION							
	The rates must allow for the material & installation & other costs incurred to complete the installation for an operationally functional system.							
3.1	ALARM CONTROL PANEL							
3.1.1	IDS X-Series Keypad	No	1					-
3.1.2	IDS Zone Expander	No	3					-
3.1.4	Power Supply Module	No	1					-
3.1.5	Alarm trunking and wiring to main building DB and to telephone distribution board	Sum	1					-
3.1.7	Block diagram of complete alarm system indicating zones and partitions, engraved aluminium, fixed to wall at access keypad point and at alarm control panel	No	1					-
3.1.8	Allow for programming & setup to user-clients requirements	Sum	1					-
3.2	DETECTORS & SENSORS							
3.2.1	90° PIR motion detector, dual element, complete with wiring to alarm control panel and network termination resistors	No	9					-
3.2.4	Door contact including wiring to alarm panel.	No	3					-
3.3	WARNING DEVICE							
3.3.1	Red strobe beacon light, complete with wall box and wiring to control panel	No	1					-
3.3.2	Siren, 15 W, complete with wall box and wiring to control panel	No	1					-
3.4	REMOTE							
3.4.1	HikVision Remote 4 button	No	3					-
2.5	TRAINING							
2.5.1	Allow for training of Staff over a 2 day period in Windhoek, including all transportation, accommodation and other expenses - training shall include for controller and software. Minimum 2 staff members	Sum	1					-
2.5.2	2 x training manuals shall be allowed for each software module	Sum	1					-
3.5	ADDITIONAL ITEMS							
	All other material and everything to provide a "turn-key" project in accordance to the drawings and specifications and not priced elsewhere							
3.5.1	Listed items of above:							
	a)	L/Sum						-
	b)	L/Sum						-
	c)	L/Sum						-
	d)	L/Sum						-
	e)	L/Sum						-
	f)	L/Sum						-
	g)	L/Sum						-
	Total carried Forward to Summary: BILL 3: ALARM SYSTEM INSTALLATION							

SUMMARY							
1	TOTAL: BILL 1 PRELIMINARY & GENERAL						-
2	TOTAL: BILL 2 CCTV INSTALLATION						-
3	TOTAL: BILL 3 ALARM SYSTEM INSTALLATION						-
4	PROVISIONAL AMOUNT (ELECTRICAL INSTALLATION)						20,000.00
	Sub - Total						-
	Add Contingencies 10%						-
	Contingencies & Provisional amounts to be spent as authorized by the Engineer						
	Sub -Total						-
	Add 15% VAT						-
	Total Tender Price :						-
	of tender)						-
	Signature of Tenderer						
	Company Stamp						

PART 2 – Employer’s Requirements

Section V - Employer's Requirements

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Specifications

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

TERMS OF REFERENCE

Alarm System Expansion – Control Panel Compatibility

1. Existing System Integration

The alarm system under this tender constitutes an expansion of an existing installed alarm system. The proposed alarm control panel shall be fully compatible with the currently installed system.

2. Mandatory Compatibility Requirement

The bidder shall propose an alarm control panel that:

- Is of the same brand and protocol as the existing system; or
- Is certified by the manufacturer as fully compatible with the existing control architecture;
- Allows seamless expansion without replacement or modification of existing panels, zones, detectors, or wiring infrastructure.

3. Prohibited Proposals

The following shall result in automatic technical disqualification:

Proposal of a different alarm architecture requiring replacement of the existing system;

Migration to a new platform not natively compatible with the existing installation;

Any solution requiring reprogramming or reconfiguration that affects the operational integrity of the existing system.

4. Submission Requirements

Bidders shall submit:

Manufacturer data sheets of the proposed alarm control panel;

Written confirmation of compatibility with the existing system;

An updated block diagram clearly showing integration with the existing installation;

Battery capacity calculation reflecting the expanded system load.

Failure to provide the above documentation shall render the bid technically non-responsive.

GENERAL TECHNICAL SPECIFICATION

4.1 STANDARDS

4.1.1 All material and equipment supplied and/or installed under this contract shall be new and as per the product specification in Part IV and shall comply with the requirements laid down in the latest editions of the relevant SABS or BS and their amendments (if any) and the requirements of this Specification.

4.1.2 The material specified is the preferred material. If alternative materials are offered, they shall be specified in the Schedule of Proposed Deviation from Specification for approval of the engineer. Rates entered in the schedule of quantities shall be for the specified materials. The Schedule of Proposed Deviation from Specification shall reflect the saving.

4.1.3 In event of items bearing the SABS mark being available in respect of the materials and equipment required, only items bearing this mark will be acceptable.

4.1.4 The workmanship under this contract shall be of a high standard and to the satisfaction of the Engineer.

4.2 RADIO AND TV INTERFERENCE

4.2.1 All equipment installed under this contract shall comply with applicable rules and regulations in respect of radio and TV interferences. Any equipment found producing interference subsequent to commissioning, shall be suppressed or replaced to the satisfaction of the Engineer without any additional cost.

4.3 REGULATIONS

4.3.1 The work shall be carried out strictly in accordance with and all material and equipment supplied

4.3.2 shall comply with the following laws and regulations where applicable.

- a) The Labour Act, 1992: Regulations relating to the Health and Safety of Employees at Work.
- b) The regulations and bylaws of the Supply Authority
- c) The applicable regulations of Telecom Namibia

4.4 SYSTEM AND SITE CONDITIONS

4.4.1 All materials and equipment supplied under this Contract shall be suitable for operation under the conditions as specified in the Detailed Technical Requirements.

4.5 CODES OF PRACTICE FOR INSTALLATION PURPOSES

4.5.1 Apart from the codes named under general, the following Codes of Practice are of particular importance to CCTV, Alarm and Electronic Security Systems installations:

- SANS 10142-1 (As amended) – Wiring of Premises (Low Voltage Installations).
- SANS 10198 – The selection, handling and installation of electric power cables (applicable to security system cabling where relevant).
- SANS 10199 – The design and installation of an earth electrode (earthing and bonding of electronic systems).
- SANS 62305 – Protection against lightning (including surge protection for electronic systems).
- SANS 50131 Series – Intrusion and hold-up alarm systems (design, installation and grading).
- SANS 50136 – Alarm transmission systems.
- SANS 10365 – Electronic security systems – Design, integration and installation.
- ISO/IEC 62676 – Video surveillance systems for security applications.
- IEC 60529 – Degrees of protection provided by enclosures (IP Code).
- IEC 62262 – Degrees of protection against mechanical impacts (IK Code).
- ISO/IEC 27001 – Information security management systems (for IP-based security networks).
- IEEE 802.3 (af/at/bt) – Power over Ethernet (PoE) standards.
- Occupational Health and Safety Act (85 of 1993) and applicable Construction Regulations.

CONFORMITY WITH OTHER STANDARDS

1. CCTV SYSTEMS

DESCRIPTION OF SPECIFICATION	NRS	SANS	IEC / ISO	BS / EN
Video surveillance systems – General requirements			ISO/IEC 62676-1	EN 62676
CCTV system design & application guidelines			ISO/IEC 62676-4	EN 62676

Environmental protection (IP rating)			IEC 60529	
Mechanical impact protection (IK rating)			IEC 62262	
Surge protective devices (low voltage systems)		SANS 61643	IEC 61643	
Structured cabling systems (Cat 6 minimum)		SANS 10192	ISO 11801	

2. INTRUSION & ALARM SYSTEMS

DESCRIPTION OF SPECIFICATION	NRS	SANS	IEC / ISO	BS / EN
Intrusion and hold-up alarm systems – General requirements		SANS 50131-1		EN 50131-1
Control and indicating equipment (alarm panels)		SANS 50131-3		EN 50131-3
Intrusion detection devices (PIR, magnetic contacts, etc.)		SANS 50131-2		EN 50131-2
Alarm transmission systems		SANS 50136		EN 50136
System installation & grading		SANS 50131-7		EN 50131-7

3. ELECTRONIC SECURITY SYSTEMS – GENERAL

DESCRIPTION OF SPECIFICATION	NRS	SANS	IEC / ISO	BS / EN
Electronic security system design & integration		SANS 10365		
Information security management (IP-based systems)			ISO/IEC 27001	
Electromagnetic compatibility (EMC)		SANS 61000	IEC 61000	

GENERAL REQUIREMENT

All CCTV, alarm, and electronic security equipment and materials shall conform to the relevant NRS, SANS, SABS, BS/EN or IEC/ISO specifications, where applicable.

Where materials are covered by both SANS/SABS and BS/EN or IEC/ISO specifications, the NRS and/or SANS/SABS specification shall be complied with unless otherwise specified.

PART V: DETAIL TECHNICAL SPECIFICATION

PART IV: GENERAL TECHNICAL SPECIFICATION

4.1 STANDARDS

All material and equipment supplied and/or installed under this Contract shall be new and as per the product specification in Part IV and shall comply with the requirements laid down in the latest editions of the relevant SABS or BS and their amendments (if any) and the requirements of this Specification.

The material specified is the preferred material. If alternative materials are offered, they shall be specified in Schedule E for approval of the Engineer. Rates entered in the schedule of quantities shall be for the specified materials. Schedule E shall reflect the saving.

In event of items bearing the SABS mark being available in respect of the materials and equipment required, only items bearing this mark will be acceptable.

The workmanship under this contract shall be of a high standard and to the satisfaction of the Engineer.

4.2 RADIO AND TV INTERFERENCE

All equipment installed under this contract shall comply with the Government Notice No. R.2246 and any other applicable rules and regulations in respect of radio and TV interferences. Any equipment found producing interference subsequent to commissioning, shall be suppressed or replaced to the satisfaction of the Engineer without any additional cost.

4.3 REGULATIONS

The work shall be carried out strictly in accordance with and all material and equipment supplied shall comply with the following laws and regulations where applicable.

- a) The Machinery, Building, Demolition and Excavation Work Regulations, framed under the Factories, Machinery and Building Work Ordinance 1952;
- b) The Code of Practice for the Wiring of Premises SANS 10142;
- c) The regulations and bylaws of the Supply Authority.

-
- d) The applicable regulations of Telecom Namibia.
 - e) Code of Practice for Overhead power Lines, issued by the SA Institute of Electrical Engineers above laws and regulations.
 - f) The relevant SABS, NRS, BS, IEC and ISO supporting specifications referred to in the standard specifications.
 - g) SANS 0222-Part 5-1-1 CCTV Installations

4.4 SYSTEM AND SITE CONDITIONS

All materials and equipment supplied under this Contract shall be suitable for operation under the conditions as specified in the Detailed Technical Requirements.

4.5 DRAWINGS AND INFORMATION TO BE SUBMITTED

Drawings and information to be submitted on completion of the Works:

- i) One set of paper prints of all the drawings showing all "as built" features of the installation.
- ii) Three complete sets of operating and maintenance manuals containing all drawings, test certificates, settings of equipment as commissioned, installation, commissioning and maintenance details, operating instructions, as well as a complete list of spare parts with reference numbers and technical description to enable the client's technical personnel to maintain, service and repair the installation.

PART V : DETAIL TECHNICAL SPECIFICATION

5.1 SCOPE OF CONTRACT

Alarm System Expansion – Control Panel Compatibility

1. Existing System Integration

The alarm system under this tender constitutes an expansion of an existing installed alarm system. The proposed alarm control panel shall be fully compatible with the currently installed system.

2. Mandatory Compatibility Requirement

The bidder shall propose an alarm control panel that:

- Is of the same brand and protocol as the existing system; or
- Is certified by the manufacturer as fully compatible with the existing control architecture;
- Allows seamless expansion without replacement or modification of existing panels, zones, detectors, or wiring infrastructure.

3. Prohibited Proposals

The following shall result in automatic technical disqualification:

Proposal of a different alarm architecture requiring replacement of the existing system;

Migration to a new platform not natively compatible with the existing installation;
Any solution requiring reprogramming or reconfiguration that affects the operational integrity of the existing system.

4. Submission Requirements

Bidders shall submit:

Manufacturer data sheets of the proposed alarm control panel;

Written confirmation of compatibility with the existing system;

An updated block diagram clearly showing integration with the existing installation;

Battery capacity calculation reflecting the expanded system load.

Failure to provide the above documentation shall render the bid technically non-responsive.

The Security Contractor will be responsible for the complete electrical / electronic installation and the proper functioning of all equipment called for in this specification.

This Contract covers in broad terms the supply, delivery, erection, commissioning and maintenance for 12 months and a guarantee for 12 months of the electrical / electronics installation as specified in this document.

The bidder shall allow in his bid price for all materials, labour, supervision, transport, tests and all other items necessary to complete the Contract in its entirety.

In the event where the supply and/or installation of any item, material or equipment does not form part of this Contract, it will be specifically indicated as such in his specification and/or the accompanying drawings.

The security installation work shall comprise alterations to the existing services associated with the existing building and new security installation services in the new building. It will include security and access control, etc.

To minimise disturbances to the Employers business, some of the work within this contract must be done on weekends and after hours. Costs for these works are deemed to be included in tendered rates and no additional claims will be entertained.

5.2 DRAWINGS

The Contractor shall, on receipt of the Engineer's drawings, minutely compare the corresponding drawings and should any discrepancy, ambiguity or conflicting information be found thereon, the Contractor shall correlate any such discrepancy, ambiguity or conflicting information with the Engineer before proceeding with any of the relevant works as no claim for any extras due to the Contractor having failed to comply with this instruction will be entertained.

STANDARDS

All material and equipment supplied and/or installed under this Contract shall be new and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SANS (SABS) or BS and their amendments (if any) and the requirements of this Specification.

In event of items bearing the SANS (SABS) mark being available in respect of the materials and equipment required, only items bearing this mark will be acceptable.

The workmanship under this Contract shall be of a high standard and to the satisfaction of the Engineer.

The work shall be carried out in accordance with the General Technical Specification laid down in Part IV of this Specification.

5.3 TIME FOR COMPLETION AND PENALTIES

5.3.1 Time for Completion

It is intended that this Contract be awarded as per BDS.

5.3.2 Penalties

Refer to the Clause in respect of Penalties in the General Conditions of the Contract.

5.4 GENERAL TAXES AND DUTIES

Bidders shall allow in their bid for all VAT, taxes and duties, to be paid in respect of all items of material, labour and equipment to be supplied in terms of this Contract where relevant. VAT is to be added in the Final Summary as a separate item.

5.5 RADIO AND TV INTERFERENCE

All equipment installed under this Contract shall comply with the Government Notice No. R.2246 and any other applicable rules and regulations in respect of radio and TV interferences. Any equipment found producing interference subsequent to commissioning, shall be suppressed or replaced to the satisfaction of the Engineer without any additional cost.

5.6 REGULATIONS

The work shall be carried out strictly in accordance with and all material and equipment supplied shall comply with the following laws and regulations where applicable.

- a) The latest edition of the "Code of Practice for the Wiring of Premises", SANS 10142 (as amended);

The Contractor will be responsible for serving all notices and paying all fees due in terms of the above laws and regulations.

5.7 LOCAL SYSTEM AND OPERATING CONDITIONS

The main power supply will be 230 V, 50Hz single phase and 400 V three phase plus neutral, 50 Hz respectively.

All materials and equipment supplied and/or installed under this Contract shall be suitable for satisfactory operation and shall have prescribed characteristics under the following conditions:

- a) Ambient Operating Conditions
 - i) Altitude : ± 1600 above sea level
 - ii) Minimum ambient temperature : -5 Degrees Celsius
 - iii) Maximum ambient temperature : +40 Degrees Celsius
 - iv) Humidity : Up to saturation point
- b) Electrical System Particulars

LT System

400V, 3 phase, 4 wire, 50Hz AC with earthed neutral

5.8 DRAWINGS AND INFORMATION TO BE SUBMITTED

Drawings and information to be submitted on completion of the Works:

- i) Two sets of paper prints of all the drawings showing all "as built" features of the installation to be submitted with the final claim.
- iii) Three complete sets of operating and maintenance manuals containing all drawings, test certificates, settings of equipment as commissioned, installation,

commissioning and maintenance details, operating instructions, as well as a complete list of spare parts with reference numbers and technical description to enable the client's technical personnel to maintain service and repair the installation.

5.9 TEST CERTIFICATES AND TESTS

- 5.9.1 Where test certificates are required for individual pieces of equipment, these shall be submitted to the Engineer for approval immediately on receipt of such certificates.
- 5.9.2 The Contractor shall be responsible for functional testing, quality inspections and all testing required by the prescribed regulations and rectification of all outstanding items and defects prior to the inspection by the Employer and the Engineers.
- 5.9.3 Where witnessing of test are required by the Engineer, arrangements shall be made by the Contractor for the Engineer to witness such tests.

5.10 BUILDER'S WORK

The Contractor shall be responsible for the making good of all builder's work connected with conduits, outlet boxes, cable entry sleeves etc.

5.11 SCOPE OF WORK

This Contract covers the supply, delivery, installation, testing, commissioning and guarantee for the following: -

- (i) Supply and installation of an Access Control System
- (ii) Supply and installation of an Intruder Alarm System

5.12 LABELLING

Each camera shall be labelled. The cable to be labelled at both ends using the same description. Each door controller to be labelled. Each reader to be labelled and referenced to its corresponding door controller.

Cost for labelling of cameras, readers, controllers and cables are deemed to be included in the costs quoted for cameras, door controllers, readers and cables.

5.13 CONDUITS, TRUNKING AND TRAYS

It is the responsibility of the Contractor to ensure that all conduits, trunking and trays that are required for his installation have been installed in the right position.

5.14 IP CCTV SYSTEM INSTALLATION

5.14.1 General

The security video system shall be an IP network-based, fully distributed digital video system. The security video system will utilize local area networks (LAN) as a transmission medium for video, configuration, as well as storage of all data. The security video system shall provide full video control at the main control room, with additional full selection capability at any point within the network from a workstation or a video console display. The security video system shall provide unlimited expansion capability for the addition or modification of video inputs.

All encoders shall accommodate mounting into a standard EIA 19-inch rack or separately into a wall mount bracket. The rack unit shall provide a dual power supply or utilize a separate rack mountable power supply unit for powering multiple rack units.

The dual-stream video encoder shall incorporate video optimization to select the best image quality and frame rate for the target component (decoder, workstation, or console) without affecting the recording rate. Video optimization shall also allow the unit to select a high rate and low quality setting for recording and alarm conditions, with three programmable alarm inputs (supervised or unsupervised) and one relay output. The dual-stream video encoder shall transmit video, audio and data over the IP network.

The dual-stream video encoder shall offer two security modes, video loss indicator, bidirectional audio support, and PTZ support.

The video encoders shall accept NTSC or PAL video signals from fixed colour/black-white cameras, PTZ cameras, low light cameras, or any other camera that provides a composite NTSC/PAL 1 Vp-p video signal.

The video encoder shall support dual encoded stream capability from a single video source to allow simultaneous and independent viewing, recording, and/or quality.

The video decoder shall support any digital video stream on the network and allow for the decoding of up to four simultaneous streams from any video encoder. It shall also allow for simultaneous and independent viewing at the recording frame and quality rate.

The IP video security system shall support matrix digital decoders that allow an interface of video and data to analogue matrix systems. The matrix digital decoder shall convert digital video streams into analogue video, outputting the video to the matrix switcher.

The matrix digital decoder shall transmit video from the IP video security system and allow an operator to use the same analogue keyboard functions to view and control video on both systems.

Each of the video encoders' pan-tilt-zoom control latency shall not exceed 117 ms, excluding network transmission latency.

Each of the video encoders shall support an asynchronous serial port that can be programmed for data rates up to 230 kbps and can be set to RS-422 or RS-485 signal levels. The RS-485 mode shall support two-wire and four-wire interfaces.

Each of the video encoders shall support three NO/NC dry-contact inputs and one relay output. The latching alarm shall continue to record until user acknowledgement can be programmed for a predetermined time-out.

Each of the video encoders shall transmit all command and control messages using the TCP/IP protocol and use PKI RSA-128 bit encryption for secured communication.

Each of the video encoders/decoders shall meet or exceed the following design and performance specifications:

•	Video Resolution		
		NTSC	PAL
❖	4CIF	704 x 480	704 x 576
❖	2CIF	704 x 240	704 x 288
❖	CIF	352 x 240	352 x 288
❖	QCIF	176 x 120	176 x 144

Each of the Video encoders shall have the capability to provide an advanced built-in video motion detection separate from the Digital IP based recording system to activate recording with a pre-alarm capability of up to 24 hours

Environmental Specifications

•	Operating Temperature	0° to 35°C at unit air intake
•	Operational Humidity	20% to 80%, non-condensing
•	Storage Temperature	-45° to 65°C
•	Maximum Humidity Gradient	10% per hour

- Operating Altitude -16 m to 3,048 m

5.14.2 Video Security System Capabilities

The IP video security system network shall be arranged so each area will operate independently and shall communicate to the system manager through no less than a 1000BaseT Gigabit Network. The IP video security system shall utilize virtual matrix switcher capabilities through the use of a system manager. The system manager shall provide a user interface and database management of the IP video security system. System manager software shall allow for the restriction of users to logical configurable groups of cameras, monitors and system operations.

The system manager shall be capable of performing as a NTP Server for the entire system. The IP video security system shall be synchronized to an NTP server so that all system components function on the same time clock basis. The NTP server shall reside within the system, and it shall be capable of being driven by external time sources if needed. All time-zone corrections shall automatically be provided in the system.

The system manager shall be capable of performing as a DHCP and UPnP server for the entire system and components. The system manager shall provide all connection and management communications between system devices

The system manager shall be capable of incorporating RSA 256 bit public/private key authentication in addition to custom bit public/private keys. The IP video security system shall be capable of authenticating any video produced by the encoder that was originally produced by the stream, NVR recording the stream, or operator who exported the stream; all shall include time/date stamped video.

The system manager shall manage rights and permissions for all devices, persons, and any system video or other data.

The IP video security system's digital recording and monitoring system shall incorporate a fault tolerant architecture and shall include redundancy in critical areas of concern. Encoder power supplies and NVR/storage box power supplies shall be capable of redundancy. As a standard, all NVRs and storage boxes shall provide RAID 5 redundancy in the event of any system failure.

The IP video security system shall provide an API/SDK that is capable of being used at a level consistent with a full-featured gateway. The gateway shall provide an RS232 ASCII interface, Ethernet interface, and the ability to create custom plug-ins to the system user interface.

The IP video security system shall provide multilevel diagnostics of each component in all critical areas. These diagnostics shall be reported to a diagnostic console for processing. The diagnostic data shall be capable of being scripted into actionable events within the system. The diagnostics shall be capable of being mined by network diagnostic systems such as OpenView, Tivoli, and others.

The IP video security system shall be able to handle future expansion of an unlimited total capacity from what is shown in the drawings, including but not limited to cameras, monitors, alarm circuits, and relay closures.

5.14.3 Basic System Capabilities

The following capabilities are considered essential for the IP video security system described in this specification:

- The IP-based video security system software shall provide a built-in digital video virtual matrix switcher. The IP video security system shall support the ability to switch any camera in the system to any monitor in the system, through either a PC keyboard/mouse or a joystick controller to either an analogue or VGA Monitor.
- All components of the system shall utilize a Linux®-based operating system, with the exception of the workstation.
- The IP video security system shall be an integrated hardware and software platform. It shall provide distributed administration of multiple devices and administer rights and privileges for all attached devices.
- The system manager shall manage system security, functioning as a key manager for user and device authentication. It shall also route communication between all devices on large, sub-netted security networks. The system manager shall store and administer secure keys and shall have multilevel and user permission management.
- The system manager shall function as the default system time network video recorder, using the industry standard NTP protocol to ensure integrated devices are synchronized. The system manager shall support UPnP architecture and shall provide DHCP services, supporting the dynamic addition of network devices.
- The system manager shall store a database of device errors, alarms, and other system events. The comprehensive database shall be accessed and searched through the system log window. The system manager shall allow for connection to an intelligent uninterruptible power supply (UPS), and it shall allow for a message to be sent to the UPS in the case of a power failure. The system manager also supports data replication; a duplicate set of critical system data can be stored on a second system manager, enabling quick and easy transition to IP video security equipment.
- The IP video security system encoders, workstations, cameras, monitors, alarms, relays, etc., shall be configurable.

- The system manager shall provide for an unlimited number of system operators with personal identification numbers (PINs) that define priority levels, operator facilities, system roles, and camera and monitor groupings.
- The IP video security system shall have the capability of the following functionalities:
 - ❖ The system shall be fully distributed in nature so that each system device can remain operational in a majority of modes without dependence on other devices.
 - ❖ Each individual entry in a sequence shall have the capacity to trigger PTZ camera pre-sets, patterns or auxiliaries.
 - ❖ Multiple users shall be able to simultaneously view the same camera view or sequence. The system shall utilize multicast streaming video to allow multiple users to view the same video stream, though not necessarily synchronized with each other, without affecting the bandwidth of the network.
 - ❖ Video titling shall provide for a 100-character camera site description (on/off), display time/date (on/off), set the display colour (black-white), display a site message (on/off), and define the screen block position for the title.
- The IP video security system shall be able to capability to create and execute a system script used to control any system function, and it may be combined into any order. The configuration of such scripts shall be easy to use and follow the rules of drag and drop configuration. The IP video security system shall be capable of the following actions (minimal requirements):
 - ❖ Display video from any camera to a specific monitor or screen division, including changing screen division views
 - ❖ Reset any monitor to its original screen division and image
 - ❖ Move system PTZ cameras to a specified pre-set location
 - ❖ Activate predefined patterns on system PTZ cameras
 - ❖ Start/stop recording an event from any indicated video source
 - ❖ Utilize script nesting, a means of running another script within any given script
 - ❖ Activate system relays and send e-mail notification to any recipient through pop3
 - ❖ Add wait times to any script command
- The scripting language shall utilize a system function upload and will modify or send out a global command to all components in the system.
- Operator control of a camera or selection of monitors shall override the sequence control of camera or monitor; sequence control of cameras or selection of monitors shall not override operator control of camera or selection of monitors.
- The IP video security system shall allow for programming of alarms and associated incoming alarms with related parts of the system.
- Individual, group, or all alarms shall be disabled by special sequences, which can be initiated by the operator or automatically by time/day/date.
- The IP video security system shall log all alarms and events in the system manager database.

- The IP video security system shall provide real time system status on the operator graphical user interface (GUI). All alarms, current monitor activity, and selected PTZ camera ID can be displayed in user-defined descriptive text.
- The IP video security system shall be capable of the following languages: English, French, Spanish, German, Portuguese, Italian, Russian, and Chinese (simple). The system also shall be capable of accepting new language packages from one central point. The system shall allow for user profiles, by language, to be loaded into any operational location including workstations and virtual matrix controllers.

5.14.4 Workstation

The IP video security system shall have the capability to display video onto a standard analogue monitor, a video wall, or any number of VGA monitors through a virtual matrix controller connected to a video console display device. The video console device shall connect anywhere on the network and allow any of the system encoded devices to be decoded and displayed on a standard analogue monitor or the PC workstation, as well as control and program PTZ cameras.

The PC workstation shall allow users with authority to configure devices, set up users, adjust network settings, and create recording schedules. Permission to access these functions and all other system services can be configured to a fine level of detail. The PC workstation shall have advanced search capabilities, event logging, and alarm interface displays. The PC workstation shall export video and still images in multiple formats, including QuickTime MPEG-4, BMP, and JPG. A front panel USB port and DVD/CD-RW drive make it capable of exporting video clips and still images to external media. Authentication software shall be exported automatically for any exports.

The system shall be capable of providing user-defined workspaces on any workstation, based on an individual user profile.

The PC workstation application shall support the functionality to view procedures; these procedures shall be triggered to appear during a certain event, and they can be used to provide detailed written or verbal instructions to the operator as to the actions to be taken.

The PC workstation application shall support digital zoom on any fixed camera's video streams.

The PC workstation application shall support digital zoom on a PTZ camera's live video streams.

The PC workstation application shall provide the ability to control and program any camera equipped with PTZ. The PC workstation shall be capable of the following:

- Manually control the PTZ
- Set the pan/tilt home positions for manual or alarm activation
- Automatically control the cameras through an alarm trigger
- Ability to set multiple pre-set positions
- Ability to set multiple tours
- Remotely set and clear the movement limits of the pan/tilt mechanism from the control room, through a telemetry unit at an outdoor camera site
- Adjust the zoom lens
- The ability to control the camera menu and setup the camera through the IP video security system

The IP video security system video workstation shall provide up to six predefined and user-programmable views with up to 16 different camera views. Additionally, the system shall be capable of providing user-defined workspaces on any operational control point, based on an individual user profile.

The system shall be capable of providing quad screen playback, with each quadrant playing video from different cameras and the same time/date stamp.

5.14.5 Virtual Matrix Controller

The system shall be capable of providing a virtual matrix keyboard that provides rotation of modules for easy single- or dual-handed operation.

The system shall be capable of providing a virtual matrix keyboard that provides control module interchangeability for both right- and left-handed operation of any module

The video console display shall be a high performance, multiple stream decoding unit. The video console display shall convert multiple MPEG-4 streams into video signal to be viewed on VGA or analogue monitors, and it shall provide a user interface to the distributed network video surveillance system. The video console display shall allow up to 16, 32, 48 or 64 streams to be decoded and displayed simultaneously, and it shall allow video to be displayed on NTSC/PAL composite, NTSC/PAL S-video, or VGA monitors (maximum VGA resolution 1024 x 768). Every output option shall display a single image, four images (2x2), nine images (3x3), or sixteen images (4x4). When multiple images are displayed, the IP Video

Security System shall automatically provide the best video display frame rate for the selected cameras and optimize video display.

The video console display provides a user interface to the IP video security system. When used with the keyboard controller, the video console display shall allow a user to operate the system like a traditional matrix using the joystick, jog shuttle, and keypad to control the video display. The video console display shall also provide NVR-like functionality allowing users to record, play back, and export video.

The video console display shall provide full access to operations, through user-friendly, highly intuitive, and semi-transparent on-screen menus. An on-screen graphical overlay shall allow users to turn on and off the overlay with a single button push of the keyboard controller. The video console display shall have on-screen PTZ, device playback, property controls, and alarm interface display.

The video console display system shall accommodate growth by adding additional video console displays, keyboards, and monitors to decode additional video inputs without adding additional user workstations. The video console display shall allow for the installation of compatible four-channel decoders to create a completely scalable virtual matrix, and it shall allow for multiple display views for live or playback cameras or devices.

5.14.6 System Specification

The system to support open platform for IP megapixel platforms and must support H264 MPEG-4 and MJPEG video formats and capable to be capable to take other I/O devices. Each server to be capable to take up to 64 channels and that different servers can be linked.

The system to have multi-channel playback capabilities of up to 16 channels with speeds of 1/16x to 64x. Video enhancement to include sharpen, brightness and contrast. All recorded data to have a digital watermark.

Intelligent searches to include general motion, missing object, foreign object, camera occlusion and signal lost.

5.14.7 Fixed Dome Network Camera

The camera to be of the IP based surveillance type, supporting the industry-standard H.264, MPEG-4 and JPEG. It must be suited for security surveillance of banks and ATM's.

5.14.8 Video

The system must be capable of the following file compressions:

H.264	up to 25/30 fps at 1280 x 800
MPEG-4	up to 25/30 fps at 1280 x 800
MJPEG	up to 25/30 fps at 1280 x 800

The recording to be time and date stamped and to have authentication watermark.

5.14.9 Day and Night

The camera to operate at a lighting level of minimum 0.3 Lux.

Some areas require that the camera has to have a built in IR illuminator for recordings of up to 10 m at 0 Lux lighting level.

5.14.10 Power Supply

The power supply to be either 12V or Power-over-Ethernet (preferred). The power consumption to be less than 4.5W per camera.

5.14.11 Security

The system to have multi-level user access with password protection, IP filtering, HTTPS encrypted data transmission and 802.1X port-based authentication for network protection.

5.14.12 Operating Environment

The system to be able to operate within the following environmental conditions:

Temperature range: 0 – 50°C

Humidity: 90% RH

5.14.13 System Requirements

The system must be compatible with a Windows 7 and later operating system for viewing.

5.14.14 Storage space and backup

The hard disc space to be of sufficient size to capture at least 30 days of recording data before any data will be overridden.

5.14.15 Commissioning and hand-over

The Bidder is to allow in his tendered price for the training of the users staff members in the operation of the system.

Before hand-over, the bidder shall carry out the following: -

- i) Once the successful bidder has satisfied himself that the works are complete in every detail as specified in the contract documents, he shall inform the Engineer in writing of a proposed date for a first delivery inspection. The Engineer shall be given at least 7 day notice of such a date.

The Engineer will confirm in writing the acceptability of such a date.

- ii) All maintenance and operating manuals, drawings etc. shall be handed over to the Engineer before the first delivery inspection takes place.
- iii) At the inspection the successful bidder shall carry out operational start-up/shut-down and full load tests. All equipment required for the tests shall be provided by the successful bidder at his own expense. These tests shall be carried out at the bidders premises before delivery to site.
- iv) The Engineer reserves the right to inspect any part of the works at any time during the contract period.
- v) Final delivery inspection will be arranged on completion of the works on the same basis as for first delivery inspection. Final delivery will not be carried out before the last day of the guarantee period.

The completion certification will be issued to the bidder only after the satisfactory completion of the first and final delivery inspections.

5.15 INTRUDER ALARM SYSTEM

5.15.1 Intrusion Alarm Control Panel

The system required is a fully automatic intrusion detection and alarm system as indicated on the drawings and specified below. The intrusion alarm control panel shall be situated in the position as indicated on the drawing. All wiring to the control unit shall be via multicore cables installed in under-plaster conduits. A dedicated mains power supply shall provide power directly to the control unit.

The Control Panel to have the following minimum specifications:

- Up to 8 partitions
- Entry/Exit delay for each partition
- Up to 32 keypads
- 240 user codes
- Up to 192 Zones
- 512 Event buffer history with date and time stamp
- Built-in siren driver
- Dynamic battery test
- On Board RS232 interface
- Open Architecture design for future flexibility

5.15.2 Expander Module

- The expander should be microprocessor controlled for 16 Zones
- The expander must be able to slide into the control panel enclosure or can be installed remotely
- Must have and NC tamper input contact
- Must be able to take an auxiliary power supply
- Must have a box tamper input

5.15.3 Detection

The intrusion detection system shall be based on the passive infrared (PIR) motion detection system augmented by duress (panic) buttons and / or magnetic door and window switches where required.

The intrusion alarm control panel shall indicate visually and acoustically.

- a) An intrusion alarm per detector zone
- b) A fault condition per detector zone
- c) The removal of a detector
- d) Wire breakage
- e) Tampering on the system

Alarm and control lines shall be permanently monitored for wire breakages.

The following equipment or components shall be wired to the intrusion alarm control panel via monitored alarm or control lines:

- a) All intrusion detectors
- b) Manual panic alarm units
- c) Tampering detectors
- d) Key switch positions or isolator key switch on status panel with indicator lights on status panel

- e) Intrusion alarm siren, bell and beacon light
- f) Communicator / auto dialler
- g) Radio communication device linked to response service provider

The detectors to have the following minimum specifications

PIR Detector

- Quad Zone Logic
- Anti-masking Technology
- Temperature compensation
- Selectable sensitivity
- LED On/Off switch
- RFI protection
- Anti-Magnet
- Silent relay

PIR & Microwave Detector

- Noise reduction
- Quad Zone Logic
- Range selector for microwave
- Anti-Crosstalk

5.15.4 Alarm Access Control Keypad

Control keypads shall be provided at all normal access points to the area to be secured by the intruder alarm system. These keypads shall be ideally located within the protected area. The system shall provide "Entry" and "Exit" delays to facilitate disarming and arming of the intruder alarm.

The unit shall consist of a numeric keypad with either LED or LCD display to indicate the status of the system.

The system shall be armed / disarmed via numeric codes entered onto the keypad. It shall be possible to arm the system by pressing a single "exit" button or by entering an exit code. Programming of the alarm unit may assign unique codes to individual persons or groups of persons.

Each protected zone shall have its own indicator on the keypad. Visual alarm indication for intrusion, fault or status indication in each zone shall be red and amber for fault and maintenance indication respectively.

The keypad must be capable to display the following:

- AC power failure
- Low battery
- Power fault (overcurrent)
- Siren trouble
- Box tamper
- Expander low battery
- Expander box tamper
- Expander trouble
- Expander overcurrent
- Zone tamper
- Zone low battery (wireless)
- Zone loss of supervision (wireless)
- Zone trouble
- Telephone line cut/trouble
- Failure to communicate
- Loss of system time

5.15.5 Alarm System Partitioning

The alarm system shall be capable of being partitioned into two or more independent partitions, allowing independent monitoring of protected zones in each partition. Partitions shall be accessible via common or dedicated keypads.

5.15.6 Intrusion Detector Sensors

Passive infrared intrusion sensors shall monitor the secured area for intrusion. These sensors shall be supplied with power from the central control unit, and communicate with this controller, via multicore cables. Normally closed contacts shall be utilised on the PIR sensors to facilitate detection of broken loops or tampering with the wiring.

Tampering with PIR sensors shall trigger a fault alarm at the main control panel but should not interfere with the normal operation of the system.

Zone Monitoring

The secured area may be divided into several zones to facilitate monitoring and reporting. Individual zones may contain one or several PIR sensors.

All zones shall be automatically monitored for intrusion, fault or operational problems. On detecting an intrusion or fault, the alarm sequence shall be initiated.

The visual indication shall indicate the zone in which an intrusion has been detected "alarm accept" code is entered.

If any maintenance alarm or fault alarm is detected and displayed whilst an intrusion alarm is then registered, the intrusion alarm shall take precedence.

NOTE: The intrusion alarm signal shall always take precedence over any fault signal.

The alarm module in the control panel shall be of the latching type, so that intermittent alarms may be detected and attended to. This applies to intrusion, fault and maintenance alarms.

The number of PIR detectors and positions on the drawings are given as a guideline only. The Bidder must ensure that the areas covered by the detectors as shown, do not exceed the coverage ability of the detectors which the Bidder intends to use. The Bidder must add or delete the detectors, as required.

5.15.7 Zone Details

Zoning shall be planned such that these do not overlap excessively, or that there are no critical access areas left unmonitored. Areas covered for intrusion detection only shall be

Panic / Duress Conditions

Additional primary alarm lines (permanently activated zones) shall be used for the manual panic alarm units (separate from intrusion detecting zones), and shall remain active even if the main zones are disarmed.

The colour of the panic button housing shall be red and clearly marked: "PANIC ALARM", and shall be wired via continuously monitored lines. Installation height shall 1 300mm affl.

Where required, permanently activated and portable wireless panic buttons, linked to a receiver in the alarm control panel, shall be provided.

5.15.8 Autodial and Transmitter Unit

The intrusion control panel shall be equipped with an auto-dial unit to call the armed security response unit via the standard Telecom telephone system. This auto-dial unit plus the counterpart at the armed response unit shall be supplied as part of this contract and must be Telecom approved. The units shall be capable to transmit a intrusion signal and/or fault signal to the armed response unit. (Contractor to liaise

with the local response unit to ensure this system interfaces with their existing system, and the installation of the required hardware at the response unit's main control room, if any). If required, a separate radio transmitter unit shall back up the auto-dial unit.

5.15.9 Activity Monitor

The system shall be able to monitor and report on arming / disarming outside normal working hours, and report to the response unit control room that it has not been armed after a pre-set time of day or over weekends.

5.15.10 Power Supply

The power supply shall operate of 220V / 50 Hz AC driven from the mains power system. The output voltage to the alarm circuitry shall be 12 V DC (max. $\pm 15\%$ variation in the main voltage). A green "mains on" indication shall be provided.

Battery backup to operate the whole system, in normal operating mode, for a time of at least 48 hours shall be provided.

5.15.11 Alarm Sirens

All audible indicators are to be of the solid state type normally used for intrusion alarm systems, producing a sound level of minimum 85dB at 1m.

Alarm sirens shall be installed in the positions as indicated on the attached drawing. The alarm sirens shall be connected to the intrusion control panel via monitored control lines.

The system shall silence the alarm siren after 10 minutes of operation. Should the alarm condition persist after expiry of this period, the siren shall be triggered for a further 5 minutes. A flashing light, which operates after automatic termination of the siren output shall indicate that the premises are still in alarm condition.

5.15.12 System Wiring

All zone wiring, ie to panic buttons and PIR detectors, shall be at least 0,75 mm² stranded copper with intrusion retardant FR20 insulation and minimum rating of 660 Volts. Wiring to be installed by the contractor. All cable terminations shall be with crimped lugs.

All other wiring must be rated to allow a maximum of 2V drop at full load.

No cable joint in conduit runs or wire ways are allowed. If a joint has to be made it shall be done in junction, termination or inspection boxes.

5.15.13 Block Plan

A block plan of the building indicating the various zones according to the appropriate reference numbers of the zone indication lights on the control panel shall be provided in the form of a plastic laminated drawing installed above the intrusion control panel or a drawing behind glass and frame installed next to the intrusion control panel.

The contractor is to submit design and layout of the block plan to the Engineer before installation for approval.

5.15.14 Documentation and Training

Operating and Maintenance Manuals

Two copies of operating and maintenance manuals, in English and written in a manner which can be understood by a layman, shall be provided with the installation at each site. The manuals shall be securely bound.

These manuals shall include the following:

- a) A quick reference guide giving instructions to be followed in the case of an alarm. It shall also give a basic information about the operation of the system.
- b) A detailed description of the operation of the system. These shall include step by step operation with schematics, programming instructions, description of operating features and procedures for maintenance, routine tests, start-up and shut down.
- c) Mechanical drawings with dimensions.
- d) Procedures for trouble shooting and fault finding.
- e) Electrical wiring diagrams, as installed
- f) Installation instructions.
- g) Complete operating and maintenance instructions.
- h) Drawing of the installation, with a legend explaining the symbols.
- i) Details of system components and equipment supplied. This shall include circuit diagrams and power requirements. It shall also include detail necessary for the repair and adjustment of parts by a responsible person.

- k) List of items supplied, product name with manufacturer's code and source of supply.

Training

The bidder shall include in his price the cost of training the system operators and maintenance personnel. The personnel shall, after completing the training course, be able to operate fully and maintain the system. Details of the training envisaged must be submitted with bid.

Technical Assistance

The contractor shall undertake to furnish such technical information as may be required to overcome any difficulties which may be encountered in the operation of the system.

5.15.15 Labelling

Functions

The function of each control and socket shall be clearly and permanently marked in English, but preferably in universal symbols conforming to IEC Publication 617.

Labels

All labels for marking shall be permanent. They shall not be stick-on labels. If marking is not directly engraved into the material (or otherwise integrated into cover plates, etc.), symbols and letters shall be engraved into sandwiched plastic or anodised aluminium.

Keys and Switches

Letters, numerals and symbols on keys and switches shall be engraved unless synthetically integrated into the material during manufacture.

5.15.16 Installation

Wiring

Wiring to run in 25 mm conduit or as specified. Metal conduits shall be used in roof spaces. Where no conduits are available, P8000 or P2000 trunking, Ega duct, cable trays may be used on approval by the Engineer.

All wiring must be rated so that the voltage drop under full load conditions does not exceed 2V below the nominal operating voltage.

- a) Parallel runs

Where connections between items of equipment are made by means of cables, the number of conductors in the cables shall be so chosen as to minimise parallel cable runs.

b) Tee-junctions

Where a tee-junction is necessary to extract conductors or to join cables, the connections shall be made by means of tags or terminals housed in a suitable box that provides adequate protection against moisture, sunlight and vandalism.

c) Terminal Blocks

Where a screw type terminal block is used, the connector shall have a metal plate between the screw point and the conductor.

Partitioning, Programming and Configuration

The intrusion system shall be fully partitioned, configured and programmed to the Client's requirements.

Testing, Inspection and Handing Over Of Installation

The Contractor shall be present at all inspections, site meetings and at date of practical completion.

Testing prior to inspection by Engineer

The Contractor shall be responsible for functional testing, quality inspections and all testing required by the prescribed regulations and rectification of all outstanding items and defects prior to the inspection by the Principal and the Consulting Engineers. Confirmation of completion is to be given to the Consulting Engineers in writing prior to the inspection.

First Delivery Inspection Test

At the inspection the Contractor must hand to the Engineer a complete set of "as-built" marked up drawings, as well as the O & M Manuals detailed above. All labelling and signage must also be installed prior to the inspection.

The Consulting Engineer shall inspect the installation and be witness to a test of the system as laid down below. Test instruments to be supplied by the Contractor at no additional costs.

If the Consulting Engineer finds fault with the installation, he may at his discretion, refuse to take first delivery and the Contractor will be responsible for any costs incurred by the Consulting Engineer and the latter will be entitled to deduct such costs from payments due to the Contractor.

After rectification of all defects and completion of all specified conditions, the installation will be handed over.

Inspection

The inspection to include the following:

- a) Installed equipment will be inspected for compliance with the bid specification and appropriate standards.
- b) Installation to be inspected for good workmanship, correct installation, neatness, labelling, secure fastening of pipework and cables, etc.

Operation Test

An operational and functional test of the complete intrusion detection system to ensure compliance with the tender specification will be carried out. This will include a test of: -

- a) the control panel testing the functionality, audible and visible alarms, battery back-up, etc.
- b) all detectors by means of walk-through tests
- c) all panic buttons
- d) the calling of the response unit via the communicator/auto-dialler

Guarantee Period

The maintenance and guarantee period shall be 12 months from date of practical completion.

The Contractor shall remedy free of charge when called upon to do so, any defects or faults within the maintenance period arising out of faulty materials, supplier or Contractor's design and bad workmanship. Above period will be extended with another 12 months on any portion renewed or replaced, until the maintenance period finally expires.

Should the Contractor fail to remedy the faults within a reasonable time, the Client and Consulting Engineer will (after a written warning) appoint another Contractor at the expense of the appointed Contractor.

5.16 HANDING OVER OF INSTALLATION

A "Defects list" will be issued during the construction period prior to the practical completion inspection, which shall be completed and signed by the Contractor and submitted to the Engineer one week before the practical completion inspection date.

If the Engineer finds fault with the installation, he may at his discretion, refuse to take practical completion and the Contractor will be responsible for any cost incurred by the Engineer for subsequent transport and accommodation costs, and the Engineer shall be entitled to deduct such costs from payments due to the Contractor.

After rectification of all defects the installation will be handed over. The day of handing over shall coincide with the contractor's date of practical completion.

Practical completion will only be granted after the "AS-BUILT" drawings and final payment claim have been submitted to the Engineer.

5.17 FOREMAN ON SITE

The Contractor shall provide a capable foreman, whose name shall be disclosed in the bid. The Contractor shall ensure that this foreman supervises the entire installation called for in this bid to the satisfaction of the Contractor and Engineer.

This foreman shall be replaced with another capable foreman if required to do so by the Contractor or Engineer.

The foreman shall attend all site meetings.

Drawings

CCTV & ALARM INSTALLATION FOR NCHE HEAD OFFICE

<u>Drawing No.</u>	<u>Description</u>
CCTV-02	GROUND FLOOR CCTV & ALARM LAYOUT
CCTV-03	FIRST FLOOR CCTV & ALARM LAYOUT
CCTV-01	BASEMENT & 2ND FLOOR CCTV & ALARM LAYOUT
CCTV-04	ROOF CCTV & ALARM LAYOUT

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract

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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 Notification of award 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 Notification of award and thereafter as adjusted in accordance with the Contract.
 - (k) Days are calendar days; months are calendar months unless otherwise stated.
 - (l) Day works 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 Notification of award.
- (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) Notification of award,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,

- (g) Drawings,
 - (h) Bill of Quantities,⁸ and
 - (i) any other document **listed in the SCC** as forming part of the Contract.
- 3. Language and Law** 3.1 The language of the Contract must be English and the law governing the Contract is the Law of Namibia.
- 4. Project Manager’s Decisions** 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.
- 5. Delegation** 5.1 Otherwise **specified in the SCC**, 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.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing to the addresses **specified in the SCC**. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 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.
- 8. Other Contractors** 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, as **referred to in the SCC**. 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.
- 9. Personnel and Equipment** 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.
- 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.

⁸ *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*

- 10. Employer’s and Contractor’s Risks**
- 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.
- 11. Employer’s Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:
- (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
 - (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 notification of award. 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.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect 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.
- 20. Possession of the Site** 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 thirty days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 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.
- 22. Instructions** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 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.

- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer’s issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 days of receipt of such request.
- 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 **designated in the SCC** at the request of either party, within 30 days of receipt of such request.
- 24. Procedure for Disputes**
- 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 15 days of the notification of the Project Manager’s decision.
- 24.2 The Adjudicator shall give a decision in writing within 30 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 thirty (30) days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above thirty (30) 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 Notification of award, 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 15 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

- 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 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.
- 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.

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 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 to 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 Notification of award 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.
- (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 BDS) 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 30 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 Where payments are made in currencies other than the currency of the Employer's country **specified in the SCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

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 coefficients⁹ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} 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.

⁹ *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 sums 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 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 Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 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.

- (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.

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 Remuneration Regulations made under 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 favourable 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 Body 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 this contract, 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

- 53. Completion** 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.
- 54. Taking Over** 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.
- 55. Final Account** 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 60 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 60 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.
- 56. Operating and Maintenance Manuals** 56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the 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 15 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 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. Special Conditions of Contract

These clauses should be read in conjunction with the General Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is <u>National Council for Higher Education (NCHE)</u>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>AS PER AGREED SCHEDULE.</i>
GCC 1.1 (y)	The Project Manager is <u>ENGCO CONSULTING ENGINEERS</u> <u>PO BOX 5287</u> <u>WINDHOEK</u> <u>TEL: 061-304011 FAX: 061-304012 / 0886515336</u>
GCC 1.1 (aa)	The Site is located at <u>Erf 6445 & 6446 C/O Hoogenhout & Haddy Streets, Windhoek-West</u> and is defined in Drawings Nos: CCTV-02 GROUND FLOOR CCTV & ALARM LAYOUT CCTV-03 FIRST FLOOR CCTV & ALARM LAYOUT CCTV-01 BASEMENT & 2ND FLOOR CCTV & ALARM LAYOUT CCTV-04 ROOF CCTV & ALARM LAYOUT
GCC 1.1 (dd)	The Start Date shall be: <u>Date of site handover</u> _____
GCC 1.1 (hh)	The Works consist of: The scope of work comprises the SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF THE CCTV & ALARM SYSTEM INSTALLATION FOR THE NCHE BUILDING as well as the guarantee for 12 months on equipment as described and specified in this document, bill of quantities and on the drawings listed. <ul style="list-style-type: none"> • A new CCTV system for NHCE Head Office • Upgrade of Existing Alarm System to connect the new east wing at NCHE Head office
GCC 2.2	Sectional Completions are: <i>N/A</i>
GCC 2.3(i)	The following documents also form part of the Contract: <ol style="list-style-type: none"> 1. BOQ 2. DRAWINGS 3. PERFORMANCE GUARANTEE 4. CONTRACTORS PROGRAM

5. ALL RISK INSURANCE	
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 6.1	<p>Delivery address for notices is:</p> <p>Employer:</p> <p>Ms Vigilant Hangula National Council for Higher Education Secretariat (NCHE) ERF 6445 & 6446 C/O Hoogenhout & Haddy Streets Windhoek-West Po Box 90890 Klein Windhoek NAMIBIA Tel: +264 61 2871500/ +264 61 2871515 Email: Procurement@nche.org.na</p> <p>Contractor: <i>[Insert contractors full address]</i></p>
GCC 8.1	Schedule of other contractors: NONE
GCC 13.1	<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:</p> <p style="padding-left: 40px;">Full amount of the works plus 20%</p> <p>(b) for loss or damage to Equipment:</p> <p style="padding-left: 40px;"><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</i></p>

	<p><i>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>Replacement value of the properties that are exposed to the action of the contractor in the execution of the works.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees:</p> <p>N\$2,000,000.00 for each and every claim occurrence without a limit to the number of occurrences.</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> <p>N\$2,000,000.00 for each and every claim occurrence without a limit to the number of occurrences.</p> <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>
<p>GCC 14.1</p>	<p>The site data is:</p> <p>The site of the Works is Erf 6445 & 6446 C/O Hoogenhout & Haddy Streets, Windhoek, Khomas Region</p> <p>The area that the Contractor may occupy will be as indicated by and agreed with the Project Manager at the signing of the contract.</p> <p>Space on site for the storage of building materials, etc., will be provided after consultation with the Project Manager.</p> <p>The activities of the existing occupants will continue during the installation operations and every effort must be made to ensure that these activities are not interfered with in any way.</p>

	<p>Jack hammering and or any other disruptive works will only be allowed during normal working hours, with one day in advance’s notification and on written approval of the Project Manager. Sufficient precautions must be taken to ensure the safety of the public and the existing occupants at all times during the execution of the contract. Workmen employed on the site are to be restricted to the immediate area of the site and access thereto.</p> <p>No claims for extras in respect of disruption of work, etc. from this requirement will be subsequently entertained or admitted.</p>
GCC 20.1	The Site Possession Date(s) shall be: <i>DATE OF SITE HANDOVER</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: ENGINEERING COUNCIL OF NAMIBIA
GCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation or mediation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p>arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p style="text-align: center;">or</p> <p style="text-align: center;">“ the competent courts of Namibia”</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: AS PER APPLICABLE RATES
GCC 24.4	<p><i>For large contracts with domestic contractor or for contract with foreign contractor:</i></p> <p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</p>

B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Notification of award.
GCC 25.3	The period between Program updates is <i>[30]</i> days. The amount to be withheld for late submission of an updated Program is <i>[5% of contract amount]</i> .
C. Quality Control	
GCC 33.1	The Defects Liability Period is: <i>[365]</i> days.
GCC 39.7	Interim Payment for Plant and Material on site is applicable.
D. Cost Control	
GCC 41.1 (l)	The meaning of “exceptionally inclement weather” will be deemed to be weather which is not only extreme or severe but exceeding that which, on evidence of past years, could reasonably not have been expected. The contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works.
GCC 43.1	The currency of the Employer’s country is: Namibian Dollars.
GCC 44.1	The Contract <i>is</i> subject to price adjustment. The JBCC contract price adjustment provision shall apply.
GCC 45.1	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. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
GCC 46.1	The liquidated damages for the whole of the Works are N\$ 1 016 per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the contract price.
GCC 47.1	The daily rate of Bonus calculation is: <u>NOT APPLICABLE</u>
GCC 48.1	No advance payment shall be made
GCC 49.1	A Performance Security in the form of a Bank Guarantee representing <i>10%</i> of the final contract price shall be required. A Bank Guarantee shall be unconditional (on demand) (see Section VIII. Security Forms).

E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is <i>DATE OF PRACTICAL COMPLETION</i> The date by which “as built” drawings are required is <i>DATE OF PRACTICAL COMPLETION</i>
GCC 55.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[2% of contract amount]</i> .
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor no later than: <i>DATE OF PRACTICAL COMPLETION</i>
GCC 56.1	Amount to be withheld should the maintenance and operation manuals not be provided is: <i>[2% of contract amount]</i> .
GCC 57.2 (g)	The maximum number of days is: <i>100 days</i>
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>10% of contract amount</i>

Section VIII - Contract Forms

[This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.]

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Contract Agreement

THIS AGREEMENT made on theday of,, between *[name of the Employer]*. (hereinafter “the Employer”), of the one part, and *[name of the Contractor]*.(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]*. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Notification of award
 - (b) the Bid
 - (c) the Addenda Nos *[insert addenda numbers if any]*.
 - (d) the Appendix to the General Conditions of Contract
 - (e) the General Conditions of Contract;
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

in the
presence of:
Witness, Name, Signature, Address, Date

in the
presence of:
Witness, Name, Signature, Address, Date

PERFORMANCE SECURITY (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹⁰ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹¹ and any demand for payment under it must be received by us at this office on or before that date.

.....**Bank's seal and authorized signature(s)**

¹⁰ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

¹¹ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Sample Form of Preference Security

Form of Preference Security (Bank Guarantee)

To: _____ [*name of Employer*]
 _____ [*address of Employer*]

WHEREAS _____ [*name and addresses of the contractor*] (hereinafter called "the Contractor"), has undertaken in pursuance to Contract No. _____ dated _____ to execute _____ [*name of Contract and brief Description of Works*], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a local commercial bank for the sum specified therein as security for compliance with his obligation stated in Sub-Clause 49.2 of the Conditions of Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of Guarantee*]¹², we undertake to pay you, upon your first written demand and without your having to substantiate such demand any sum within the limit of _____ [*amount of Guarantee*].¹

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date of the Completion Certificate.

Signature and Seal of the Guarantor

Name of Bank _____
 Address _____

Date _____

¹² Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

