public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

BID NO:	**GQET-2026/2027-023**
Closing Date:	**Tuesday, 01 December 2026**
Closing Time:	**11H00**
Bid Briefing Meeting Date:	**Wednesday, 18 November 2026**
Bid Briefing Meeting time:	**11H30**

***Tenderers CSD No*:** ……..

Name of the Tenderer: ……

Bid Box Address
Department of Public Works & Infrastructure
Eben Donges Building
Corner Robert & Hancock Street
Gqeberha
6001

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: BONGIWE NDABA	Enquires: Elliot Mushava
Tel No: 041 408 2015 during office hours	Tel No: 041 408 2053 during office hours
Cell No: NONE	Cell No: N/A
Email Address: Bongiwe.ndaba@dpw.gov.za	Email Address: Elliot.Mushava@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	GQET-2026/2027-023	
Bid/ Project Description	**GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS**	
Bid Closing date & Time	Tuesday, 01 December 2026	**11H00**
Bid Briefing Date & Time (If applicable)	Wednesday, 18 November 2026	**11H30**
Venue	GQEBERHA: EBEN DONGES BUILDING-CORNER OF HANCOCK & ROBERT STREET NORTH END	
SCM SPECIFIC ENQUIRIES:	BONGIWE NDABA	Bongiwe.ndaba@dpw.gov.za
	041 408 2015	NONE
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Elliot Mushava	Elliot.Mushava@dpw.gov.za
	041 408 2053	N/A
Bid Document Price	R 300.00	
Procurement Plan Reference Number	756	
Points to be allocated for an area for work to be done or services to be done in that area	Eastern Cape	

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	**GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS**		
Bid no:	**GQET-2026/2027-023**	**Procurement Plan Reference no:**	**756**
Advertising date:	**Friday, 06 November 2026**	**Closing date:**	**Tuesday, 01 December 2026**
Closing time:	**11H00**	**Validity period:**	**84 calendar days**

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***4 SF*** *or* ***4 SF*** ***** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***select tender value range select class of construction works*** **PE** *or* ***select tender value range select class of construction works*** **PE*** or higher.
** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE

2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

Functionality Criteria No	Criteria	Evaluation Indicators	Applicable Value
1	**BIDDERS RELEVANT EXPERIENCE IN MAINTENANCE OR REPAIR OR NEW INSTALLATION IN COMPLETEDCONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY**		**25**
	Conditions a) Provide a reference letter(s) of a **completed** project of a similar nature, scope and/ or complexity using the Departmental testimonial/ reference template provided in the bid document. . b) Bidders **must** use the testimonial/ reference letter template provided in the bid document. Only a reference on the testimonial/ reference letter template provided in the bid document will be accepted. If a reference is not on the testimonial/ reference letter template provided in the bid document, it will not be considered. c) The contract/ project reference must comply with the following minimum requirements: i. The project must be for a relevant maintenance or repair or service or installation of fire protection equipment or fire detection systems and ii. The project must be in the last **five (5)** years calculated back from the closing date of this bid and	**Evaluation indicator No 1** **Three (3)** x reference letters/ testominials of a **completed** maintenance or repair or new installation projecs in the last five years , which covers at least **one (1)** of the following elements of the scope of works: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000.**	**5 (1)** Minimum points for Functionality Criteria No. 1
		Evaluation indicator No 2 **Four (4)** x reference letters/ testominials of a **completed** maintenance or repair or new installation projecs in the last five years , which covers at least **one (1)** of the following elements of the scope of works: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or	10 **(2)**

	iii. Has a value of greater than **R 450 000** d) The reference letters submitted must comply with the following minimum requirements: i. The reference letter(s) must be dated and signed. ii. The project must be within the period specified in the bid. iii. The reference letter(s) contract period and R- value must be for a single contract and not the sum of various contracts. iv. The reference letter(s) must clearly indicate the contract start date and contract end date/ or at least practical completion date. v. The reference letter(s) must indicate the client's name, contact particulars and Email address. vi. In the case of a rates-based contract, the actual expenditure or work certified will be deemed the contract value. vii. If the bidder's performance is not indicated in the reference letter(s), the Department will deem that the bidder's performance was unsatisfactory and will not verify the contrary. viii. An appointment letter/ award letter and or signed contract are not accepted as a reference letter.	d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000.**	
		<u>Evaluation indicator No 3</u> **Five (5)** x reference letters/ testominials of a **completed** maintenance or repair or new installation projecs in the last five years , which covers at least **one (1)** of the following elements of the scope of works: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450,000**	15 **(3)**
		<u>Evaluation indicator No 4</u> **Six (6)** x reference letters/ testominials of a **completed** maintenance or repair or new installation projecs in the last five years , which covers at least **one (1)** of the following elements of the scope of works: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000**	20 **(4)**
		<u>Evaluation indicator No 5</u> **More than six (6)** x reference letters/ testominials of a **completed** maintenance or repair or new installation projecs in the last five years , which covers at least **one (1)** of the following elements of the scope of works: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000**	25 **(5)**

Please note: *Experience of the bidder will be based on the reference letters submitted. If a project is listed in the table below, but a supporting reference letter is not submitted, the project or the experience of the bidder will not be considered valid. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. The submitted reference letter(s) will be used in Functionality Criteria No. 1 to validate the experience of the bidder only. Bidders may also submit a single reference letter(s)/ testimonial(s) that covers both the requirements (experience and satisfactory performance) as required for Functionality Criteria No. 1 and Functionality Criteria No. 2*

	Short Description of project	Client	Project Start date	Project End Date	Value of Project (Final account)
1.					
2.					
3.					
4.					
5.					

Functionality Criteria No	Criteria	Evaluation Indicators	Applicable Value
2.	**REFERENCES FROM PROJECT MANAGERS/CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE WHICH INDICATES THE <u>BIDDERS PERFORMANCE.</u>**		**25**
	a) Please provide: (i) Signed reference letters/ testimonial from Consultant / Clients confirming your company's performance using the Departmental reference template provided in the bid document.. (ii) Bidders **must** use the testimonial/ reference letter template provided in the bid document. Only a reference on the testimonial/ reference letter template provided in the bid document will be accepted. If a reference is not on the testimonial/ reference letter template provided in the bid document, it will not be considered. (iii) All the requirements for contracts or projects or reference letters as precribed in Functionality Criteria 1 applies. (iv) Additionally, for a reference letter to be considered for this evaluation indicator, the bidders' performance **must** be rated in the letter as at least "satisfactory". (v) If the bidder's performance rating is not in indicated in the reference letter/ testimonial, it will be deemed a "poor or non-satisfactory performance"	**<u>Evaluation indicator No 1</u>** **Thee (3)** x reference letters/ testominials which **indicate** atleast a **satisfactory performance** in a **completed** project in: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000**	5 **(1)** Minimum points for Functionality Criteria No. 2
		<u>Evaluation indicator No 2</u> **Four (4)** x reference letters/ testominials which **indicates** atleast a **satisfactory performance** in a **completed** project in: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000**	10 **(2)**
		<u>Evaluation indicator No 3</u> **Five (5)** x reference letters/ testominials which **indicate** atleast a **satisfactory performance** in a **completed** project in: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000 .**	15 **(3)**
		<u>Evaluation indicator No 4</u> **Six (6)** x reference letters/ testominials which **indicate** atleast a **satisfactory performance** in a **completed** project in:	20 **(4)**

		a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value greater than **R 450 000**	
		Evaluation indicator No 5 **More than six (6)** x reference letters/ testominials which **indicate** atleast a **satisfactory performance** in a **completed** project in: a. Fire extinguishers and or b. Hose reel, fire hydrants and hoses and or c. Fire alarm and or Detection system and or d. Gas suppression system and or e. Fire sprinkler system, with a contract value gretaer than **R 450 000**	25 **(5)**

If a project is listed in the table below or the table above, but the reference letter is not submitted, the project will not be considered. If a project is not listed, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered valid for Functionality Criteria No. 2, the performance of the bidder **must** be indicated in the reference letter, and the performance of the bidder **must be rated at least satisfactory**. Bidders may also submit a single reference letter(s)/ testimonial(s) that covers both the requirements (experience and satisfactory performance) as required for Functionality Criteria No. 1 and Criteria No. 2

	Name of Company	**Value of Project as measured for final account**	**Letter attached**	
			YES	**NO**
1				
2				
3				
4				
5				

Functionality Criteria No	Criteria	Evaluation Indicators	Applicable Value
3.	**FINANCIAL CAPACITY**		**20**
	3.1 a) Provide a valid Bank rating letter or a bank rating certificate from your Banking Institution which clearly states a bank rating code of **A or B or C or D**. b) The bank rating letter must be: i. For an amount greater than **R 1 million** over a twelve (12) months period and be dated no earlier than three (3) months prior to the closing date of bid. **3.2** In the case that a bidder submit a bank rating letter with more than one bank rating code: a) The Department will consider the lowest bank rating code, which is on the bank rating letter, provided it complies with the acceptable bank rating codes as specified in the bid **and** b) If one of the bank rating codes on the submitted bank rating letter is less than the acceptable bank rating code(s) as specified in the bid document, it will be deemed non-compliant and will not be accepted.	Bank rating code of D	8 (2) Minimum points for Functionality Criteria No. 3
		Bank rating code of C	12 (3)
		Bank rating code of B	16 (4)
		Bank rating code of A	20 (5)

No	Name of Bank	Contact Person	Contact Number	Date of letter
1				
2				

Functionality Criteria No	Criteria	Evaluation Indicators	Applicable Value
4.	**COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL**		**30**
	CONDITONS APPLICABLE TO KEY STAFF AND QUALIFICATIONS **4.1 MINIMUM REQUIRED KEY STAFF** a) The minimum key staff/ technical personnel required on this project is: a) One (1) x SAQCC registered Gas Suppression Technician **and** b) One (x) SAQCC registered Fire Detection Technician **and** c) Two (2) x SAQCC registered 1475 Fire Serviceman. **4.2 ACCREDITATIONS/ REGISTRATIONS** 1) The submission of copies of accreditations/ registrations of the following key staff/ technical personnel is mandatory: **a)** A copy of the Card (s) / letter(s) from SAQCC for each keystaff offered which indicates the individual's registration/ acredidations at SAQCC **or** a list issued by SAQCC, clearly indicating the key staff acreditation/ registration. 2) The key personnel SAQCC registrations / accreditations shall be current and under the name of the bidding company at the time of bid submission. 3) If proof of the relevant/ specified accreditation(s)/ registration are not submitted with the bid, it will be deemed that the relevant key staff member does not have the relevant/ specified accreditation or registration with SAQCC. **4.3 CV's** Please note that No CV's will be required for this bid.	**Evaluation indicator No 1** **Minimum Key Staff x four (4) made up as follows:** a) One (1) x SAQCC registered Gas Suppression Technician **and** b) One (1) x SAQCC registered Fire Detection Technician **and** c) Two (2) x SAQCC registered 1475 Fire Servicemen	6 **(1)** Minimum points for Functionality Criteria No. 4
		Evaluation indicator No 2 **Key Staff x five (5) made up as follows:** a) One (1) x SAQCC registered Gas Suppression Technician) **and** b) Two (2)x SAQCC registered Fire Detection Technicians **and** c) Two (2)x SAQCC registered 1475 Fire Servicemen	12 **(2)**
		Evaluation indicator No 3 **Key Staff x six (6) made up as follows:** a) One (1) x SAQCC registered Gas Suppression Technician **and** b) Two (2) x SAQCC registered Fire Detection Technician **and** c) Three (3)x SAQCC registered 1475 Fire Servicemen.	18 **(3)**
		Evaluation indicator No 4 **Key Staff x seven (7) made up as follows:** a) One (1) x SAQCC registered Gas Suppression Technician **and** b) Two (2) x SAQCC registered Fire Detection Technician **and** c) Three (3) x SAQCC registered 1475 Fire Servicemen **and** d) One (1) x SAQCC Fire Detection Commissioner **or** One (1) x SAQCC Fire Gas Suppression Commissioner	24 **(4)**
		Evaluation indicator No 5 **Atleast x eight (8) key staff made up as follows:** a) One (1) x SAQCC registered Gas Suppression Technician **and** b) Two (2) x SAQCC registered Fire Detection Technician **and** c) Three (3) x. SAQCC registered 1475 Fire Serviceman **and** d) One (1x) SAQCC Fire Detection Commissioner **and** e) One (1) x SAQCC Fire Gas Suppression Commissioner	30 **(5)**
		N0TE ON KEY STAFF QUALIFICATIONS If one key staff member possesses more than one of the stated qualifications, points will be considered on the bases of the number of qualifications held with a minimum of two qualifications. Implying that one personnel can be counted as two staff members if the number of qualifications held is more than one skill mentioned above.	

No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
3					
4					
5					
Minimum Qualifying Score for Functionality				**50**	

TOTAL SCORE **100**

NB:

1) If a bid fails to achieve the minimum qualifying score for functionality of **Fifty percent (50%)**, it will automatically be regarded as non-compliant, and shall be not considered any further in the evaluation process **and**
2) In addition to the above, bidders' must score the minimum points for each Functionality Criteria, (i.e. Functionality Criteria No 1, Functionality Criteria No 2, Functionality Criteria No 3 and Functionality Criteria No 4.) If a bidder fails to score the minimum points for each Functionality Criteria, the bidder's offer will be regarded as non-compliant, even if the bidder scored the required minimum qualifying score for functionality.

3. EVALUATION METHOD FOR RESPONSIVE BIDS

3.1 The following Evaluation Method for responsive bids will be applicable:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

3.2. Indicate which preference points scoring system is applicable for this bid:

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of a bid offer
5.	☒	There will be a compulsory site/ bid briefing meeting and all potential bidders must attend. The proof of attendance of the meeting shall include any of the following documents: A signed DPW-16 certificate or a signed briefing meeting attendance register.
6.	☒	Bidders must fully price the Bill of Quantities (BOQ) or Pricing Schedule in the document. If any item or element of the BOQ or pricing schedule is not priced, the bidder will be disqualified.
7.	☒	Bidders must indicate their percentage mark-up on the provisional amounts and failure to comply will lead to elimination
8.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any. Bids will be evaluated in accordance with published addendum or Erratum

9.	☒	Any addendums or erratums to the bid will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratums.
10.	☒	Offers from the following bidders' will be eligible to have their submissions evaluated: a) Only bidders' who are registered with the Construction Industry Development Board (CIDB), or who are capable of being so registered with the CIDB within twenty-one (21) working days from the closing date for submission of tenders, in the specified contractor designation (class of works) and or specified contractor grading (or higher) or b) Bidders who submitted proof with their bids that they already applied to CIDB, on or before the closing date: i. For the correction of their overall CIDB non-compliance status or ii. For an upgrade of their specified contractor CIDB grading or iii. For a registration in a specified contractor designation.
11.	☒	Bidders will be disqualified in the following circumstances: a) If they submit, more than one bid or an alternative offer. b) If they submit an additional bid(s) for the same bid, whilst they are in agreements with other bidders in the form of joint ventures or consortiums. c) If there are factual evidence of communication with any other bidder, which are competing for the same bid (example a signature of the bidder is found in a competing bidder or the bidder is a director of in a competing bid offer).
12.	☒	A copy of a previously certified copy of a document is invalid and will not be considered by the Department. The Department will not provide any bidder an opportunity to correct such a non-compliance.
13.	☒	Bidders must include VAT in their bid prices, if their final bid price before VAT, exceeds R 1 million
14.	☒	14.1 Where a provisional sum/ amount and a provision for a R-value on the mark-up on the provisional sum/ amount is provided in the pricing schedule, the following applies: 14.1.1 The bidder's final offer must be inclusive of the R-value of the provisional sum/amount. 14.1.2 The bidder's final offer must be inclusive of the R-value of the mark-up on the provisional sum/amount. 14.2 Failure to comply will lead to disqualification of the bidder's offer.

ADMINISTRATIVE CRITERIA

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any.
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement

9.	☒	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01)
10.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects: Bidders may use 'own form' – the details of all the tenderer's current and previous projects must however be the same as the details of the DPW-09 (EC) form. Bidders are required to sign and date the DPW-09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☒	Submision of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	**CIDB non-compliance at the time of tender** If a bidder submitted with their bid proof that they had already applied to CIDB for an upgrade or for correction of their non-compliance with CIDB, such a contractor will be deemed to be capable of being so registered in that particular grading and will be evaluated as such, within the 21 workings days period after the closing date. **Note:** A CIDB non-compliance status is define as a CIDB status which is inactive and or expired, and or suspended, and or deregistered and or not registered in the specified contractor designation (class of works) and or not registered on the CIDB in the specified (or higher) contractor grading.
13.	☒	PA 10: FM GENERAL CONDITIONS OF CONTRACT
14.	☒	**CIDB non-compliance after tender closing date** Upon request, a bidder will be given twenty one (21) working days to correct its CIDB compliance status, if the bidder becomes CIDB non-compliant, after the bid closing date.
15.	☒	A bidder may nominate the same key resources for more than one bid in the Department. During evaluation, the bidder's offer will be "deemed responsive" (if it complies with the substantive criteria). Should **a bidder**, subsequently be awarded more than one bid, but the key staff is already allocated to another awarded bid or another recommended bid, the Department may request a bidder to provide new key staff, which are accompanied by the minimum required qualifications and CV's (if applicable).
16.	☒	Upon request, a non-VAT vendor who included VAT in their prices, must within 21 days, submit proof that they have registered as VAT-vendor with SARS.
17.	☒	Submission of a fully completed Form of Offer and Acceptance. (DPW-07)
18.	☒	Upon request, a bidder's reference(s) must respond to any communication(s) or reference check(s) received from the Department. If a bidder's reference(s) received the Department's correspondence or acknowledged receipt or the Department's correspondence or the Department received a "read receipt" of the correspondence(s) send to a bidder's reference, but the bidder's reference(s) do(es) not respond to the Departments enquiry/ or reference check, the relevant reference (who did not respond) will not be considered
19.	☒	Bidder's labour rates per hour in the Pricing Schedule/ Bill of Quantities, are not allowed to be less than the minimum Gazetted labour rate of the relevant Bargaining Council of that trade in South Africa. Where there is no Bargaining Council Gazetted labour rates for a specific trade or sector, the labour rates quoted cannot be less than the gazetted National minimum labour rates of South Africa as at the closing date of the bid
20.	☒	If a referee is not contactable, the bidder will be provided one opportunity to provide: (a) Alternative contact detail(s) for the relevant referee, or Contact details of an alternative referee on the same project.
21.	☒	Upon request bidders must respond in writing to any enquiry received from the Department on any matter, which may have an impact on the evaluation of a bidder's submitted bid.

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

☒

5.1. For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity **which** is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in **Eastern Cape Province** for work to be done or services to be rendered in the **Eastern Cape**	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability.	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth.	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. OBJECTIVE CRITERIA APPLICABLE: YES

6.1 The Department is procuring services per the bids listed below at the same time and the required services is of similar nature and scope:

GQET-26/27-023: Gqeberha Coastal area. Preventative maintenance, servicing and repairs of fire protection and detection systems in state owned buildings for a period of 36 months
GQET-26/27-024: QTN area. Preventative maintenance, servicing and repairs of fire protection and detection systems in state owned buildings for a period of 36 months
GQET-26/27-025 : Karoo area. Preventative maintenance, servicing and repairs of fire protection and detection systems in state owned buildings for a period of 36 months

6.2 The department included in the bids identified above, an “Objective Criteria” which are empowering the Department to award these bids to more than one service provider.

6.3 The Department’s objective with this “Objective Criteria” is to award the above listed bids to more than one contractor and it is aimed at:

a) Promoting broader social, economic and market participation
b) Preventing industry monopolies and sustain future competitiveness in the industry
c) The equitable and diverse distribution of work and empowerment opportunities
d) Managing of various risks which are associated in appointing one contractor for example under performance, over commitment, “multiple project hostages”, etc.

6.4 Based on the “Objective Criteria” above, the Department may therefore pass over the highest or higher point scoring bidder(s), if they are positioned to be awarded more than one of these bids.

6.5 In the event that a bidder is in a position to win more than one of these bids, the Department will afford the relevant bidder(s) the opportunity to select its preferred bid.

6.6 After a bidder selected its preferred area, the Department reserves the right to negotiate with the other remaining bidders from the next highest positioned point scorer downwards.

6.7 During the Negotiation process (if required), the following conditions will apply:

a) The Department will not give any bidder a counter offer, which is higher than the initial submitted financial offer of the bidder.
b) If the tendered price of the next highest scoring bidder in R-value is less or equal to the highest scoring bidder’s price, the next highest scoring bidder will be awarded, at its tendered price.
c) If the financial offer of the next highest scoring bidder in R-value is more than the highest scoring bidder’s financial offer and it is not market related, the next highest scoring bidder will be given a counter offer. The counter offer which will be given to the next highest scoring bidder, will be the R-value of the financial offer of the highest scoring bidder, provided that the highest scoring bidder’s financial offer is reasonable and market related or
d) If the highest point scorer’s financial offer is not market related and the next highest scoring bidder’s financial offer is market related, the bidder will be appointed at its tendered price.
e) If the highest point scorer’s financial offer is not market related (i.e. too low) and the next highest scoring bidder’s financial offer is also not market related (i.e. too high), it will be given a market related counter offer.
f) If the bidder during the negotiation declines the counter offer (if any), and makes a market related counter offer, the Department may consider the counter offer received by the bidder and or negotiate further. If the Department does not accept the bidders counter offer and the bidder declines the final offer from the Department, the Department reserves the right to negotiate with the next highest bidder up to the last bidder and the same methodology will be followed.
g) The Department may only award more than one of these bids to a bidder, once all responsive bidders has been afforded an opportunity to select. The process above will repeat, for any remaining items, and will start again from the highest scoring bidder in price and specific goals downwards.
h) The Department may also award the same service provider(s) more than one bid if there is (are) no other responsive(s) bidders for the particular bid/area.

6.8 The Department also reserves the right to withdraw before the closing or cancel any of the bids listed in the bids listed in the Objective Criteria after the closing date should the need arise.

6.9 Should the Department withdraw or cancel any bid(s) which are part of the Objective Criteria the following conditions will apply:

a. The bidding process will proceed as the need for the remaining goods or services still exist
b. The Objective Criteria will still be applicable on the remaining bids,
c. The withdrawn or cancelled bids will be omitted from the Objective Criteria,
d. The remaining bids will be evaluated and finalized in accordance with the remaining bid rules and Objective Criteria.

7. Additional information that may be required during the tender evaluation:

Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.

Legal Status of Tendering Entity: **If the Tendering Entity is:**	**Documentation to be submitted with the tender, or which may be required during the bid evaluation:**
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liaility company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary(ies) as well as the purpose of the Trust and the mandate of the Trustees.

8. Additional returnable documents that may be required during the tender evaluation:

Tender document name
Priced Bills of Quantities.
Any additional information required to complete the risk assessment referred to in 15 below.

9. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

a. Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team

appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive..

9.1. Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.
The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC) or any alternative accepted format. Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. A bidder will not be afforded to provide alternative references, if the bidder's initial reference is contactable, or don't respond to the Department. If a reference letter is not listed in on form DPW-09 (EC) or any alternative accepted format, but the reference letter is submitted with the bid and it is valid, it will be considered

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 5 years as per the evaluation report, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references after an opportunity was provided, the reference/ testimonial will not be considered. Failure by bidder to provide the minimum of **three (3)** contactable referees who will provide references and recommendations on comparable projects will result in the tender offer being *mutatis mutandis* declared non-responsive. Failure by bidder to provide the minimum of **three (3)** contactable referees who will confirm at least a **satisfactory performance** in comparable projects will result in the tender offer being *mutatis mutandis* declared non-responsive. If a bidder's referee(s) remains "not contactable", after it was provided an opportunity to submit alternative contact particulars, the reference letter/ testimonial will not be considered. If a bidder's referee(s) fail(s) to respond, the reference/ testimonial will not be considered.

Bidder's reference(s) must respond to any communication(s) or reference check(s) received from the Department. If a bidder's reference(s) received the Department's correspondence or acknowledge receipt or the Department's correspondence or the Department received a "read receipt" of the correspondence(s) sent to a bidder's reference, but the bidder's reference(s) do(es) not respond to the Department's enquiry / or reference check, the relevant reference (who did not respond) will not be considered.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

When a bid briefing/ clarification meeting is compulsory, the bidder (an authorised representative of the bidder) must attend a compulsory bid briefing meeting, if applicable.

9.2. Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

10. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

Does the project fall within <u>any</u> of the CPG value ranges? ***No, CPGs not applicable to this project***
If **"Yes",** was a CPG Feasibility Study done? **Not applicable**
If "**Yes"**, is the CPG Feasibility Study attached to the PA-01? **Not applicable**

If **"No",** attach separate report providing reasons as to why a feasibility study was not done and / or not attached.

(Feasibility study is only required if the project falls within the CPG value range and construction period)

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	***Not applicable***
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	***Not applicable***
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	***Not applicable***
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	***Not applicable***
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)	***Not applicable***
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.	***Applicable***
(g)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million where feasible)	***Not applicable***

11. FORM OF CONTRACT:

☒ **GCC 2015** (**General Conditions of Contract for Construction Works**)

☐ **JBCC 2000 Principal Building Agreement (Edition 6.2 of 2018)**

☒ **Facilities Management Conditions of the Contract (PA-10 FM)**

☒ **Other N/A**

12. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056. A non-refundable bid deposit of R 300.00 is payable (cash only) on collection of the bid documents.

13. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING

Details of Compulsory Bid Briefing/ Clarification / Site Inspection Meeting (if any):

Venue:	GQEBERHA: EBEN DONGES BUILDING-CORNER OF HANCOCK & ROBERT STREET NORTH END		
Virtual meeting link:	N/A		
Date:	Wednesday, 18 November 2026	**Starting time:**	11H30

14. ENQUIRIES

14.1. Technical enquiries may be addressed to:

DPWI Project Manager	Elliot Mushava	**Telephone no:**	041 408 2053
Cellular phone no	N/A	**Fax no:**	**N/A**
E-mail	Elliot.Mushava@dpw.gov.za		

14.2. SCM enquiries may be addressed to:

SCM Official	BONGIWE NDABA	**Telephone no:**	041 408 2015
Cellular phone no	NONE	**Fax no:**	**None**
E-mail	Bongiwe.ndaba@dpw.gov.za		

15. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: **Tuesday, 01 December 2026**
Closing Time: **11H00**

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqeberha 6001 Documents must be deposited in The Bid Box before the closing date of the bid	**OR**	**Deposited in the tender box at:** The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street

DPW-07: FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Bid no: GQET-2026/2027-023

Bid/ Project Description: GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	**R**

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: …… …… And: Whose Registration Number is: …… And: Whose Income Tax Reference Number is: …….. CSD supplier number: ……	**OR**	Natural Person or Partnership: …… ……... Whose Identity Number(s) is/are: ……. Whose Income Tax Reference Number is/are: …… CSD supplier number: ……

AND WHO IS (if applicable)**:**

Trading under the name and style of: ……

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: …… In his/her capacity as: ……	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

Bid No: GQET-2026/2027-023

Bid/ Project Description: GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents …… ☐
The official alternative …….…….. ☐
Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED: (Not required for this quotation/ bid)

The Service Provider will provide one of the following forms of security:

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)	Yes ☐	No ☒
(3) Retention of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)	Yes ☐	No ☒

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

……

Other Contact Details of the Tenderer are:

Telephone No…….. Cellular Phone No. ……

Fax No. ……..

Postal address……

Banker …… Branch……..

Bank Account No. …… Branch Code ……..

Registration No of Tenderer at Department of Labour……

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Bid No: GQET-2026/2027-023

Bid/ Project Description: GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

The terms of the contract, are contained in:

Part 1 Agreements and contract data, (which includes this agreement)
Part 2 Pricing data
Part 3 Scope of work.
Part 4 Site information

and drawings (where applicable) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works & Infrastructure
Address of Organisation:	Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street Gqeberha 6001

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: GQET-2026/2027-023

Bid/ Project Description: GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] in the enterprise, employed by the state?

☐ YES ☐ NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

([3]) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

……....

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

……..

……..

3. DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I declare to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

[4] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.
For External Use

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:
_____

_____
(*project description as per Tender Document)*

Tender Number: _____*(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(*Position in the Enterprise)*

and who will sign as follows:

_____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

   _____

   _____
   (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

   to the Department of Public Works in respect of the following project:

   _____

   _____
   (*project description as per Tender Document)*

   Tender Number: _____(*Tender Number as per Tender Document)*

1 *Mr/Mrs/Ms: _____

   in *his/her Capacity as: _____*(Position in the Enterprise)*

   and who will sign as follows:

   _____

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____Postal Code _____

Postal Address:

_____

_____Postal Code_____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

*1. * Delete which is not applicable.*
*2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.*
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____*(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

_____

_____

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B.

Mr/Mrs/Ms:_____

in *his/her Capacity as: _____ *(position in theEnterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

*1. * Delete which is not applicable.*
*2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.*
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS**		
Tender / Quotation no:	**GQET-2026/2027-023**	**Reference no:**	756

Date Bid Briefing Meeting: Wednesday, 18 November 2026

Time of Bid Briefing Meeting: 11H30

Venue: GQEBERHA: EBEN DONGES BUILDING-CORNER OF HANCOCK & ROBERT STREET NORTH END

This is to certify that I,_____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS**		
Tender / Quotation no:	**GQET-2026/2027-023**	**Reference no:**	756

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: GQET-2026/2027-023
Name of Tenderer …… ☐ **EME**[1] ☐ **QSE**[2] ☐ **Non EME/QSE (tick applicable box)**

1. **LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

1. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS**		
Tender / Quotation no:	**GQET-2026/2027-023**	**Closing date: Tuesday, 01 December 2026**	**Time: 11H00**

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.							
2.							
3.							
4.							
5.							
6.							
7.							

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer	Signature	Date

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 Preference Points System to be applied

☒ The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

1.4 The maximum points for this tender are allocated as follows:

Preference Points System to be applied	**80/20**
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals	**100**

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:**

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and • Medical Certificate indicating that the disability is permanent or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20

preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	10	
(5) Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	
2. An EME or QSE or any entity which is at least 51% owned by black women	4	
3. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
4. An EME or QSE or any entity which is at least 51% owned by black youth	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....**SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: .....
DATE: .....
ADDRESS: .....
.....
.....
.....

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
2) I am a Member☐ / Director ☐ / Owner ☐ **(Select one)** of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	**BEP** (Built Environment Professional)	**Contractor**	**Supplier**
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

· The Enterprise is _____% Black Owned

· The Enterprise is _____% Black Female Owned

· The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

o Black Youth % _____%

o Black Disabled % _____%

o Black Unemployed % _____%

o Black People living in Rural areas % _____%

o Black Military Veterans % _____%

4) Based on the Financial Statements ☐ /Management Accounts and other information available ☐ on the latest financial year-end of _____/_____/_____, (format: day/month/year) the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

day/ month /year

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

· Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	**Level Five** (80% B-BBEE procurement recognition level)	

5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

SPECIAL CONDITIONS OF BID (SCB-1)

1 INTERPRETATION

1.1 The word “Bidder” in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
1.2 The word “Department” in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
1.3 Any reference to words “Bid” or “bidder” herein and or any other documentation shall be construed to have the meaning as the words “Tender” or Tenderer”.

2 PRECEDENCE

2.1. If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.
2.2. The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.

3 GENERAL BID RULES

3.1. “Written” or “in writing” means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
3.2. The digital and or electronic completion and signing of documents is permitted.
3.3. A bidder participates in this bid process entirely at its own risk and cost.
3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
3.4.2. funds are no longer available to cover the total envisaged expenditure;
3.4.3. no acceptable tender is received;
3.4.4. there is a material irregularity in the tender process; or
3.4.5. there is material change in the scope of works.
3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.
3.11. The Department will download the following documents, if not submitted by bidders:
3.11.1. CSD registration certificate (if the bidder is registered in the CSD)
3.11.2. CIPC registration
3.11.3. CIDB registration
3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.

4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document , the Department reserves the right to:

4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or

4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or

4.2.3. Cancel the bid and process

5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.

5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:

5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.

5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.

5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.

5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.

5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6 BRAND NAMES

6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7 CONTRACTUAL PRICE ADJUSTMENTS

7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid documents.

8 AUTHORITY TO SIGN BID DOCUMENTS

8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.

8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors

8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a " Resolution of the Board of Directors", if such ", (PA 15.1: Resolution of

Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,

8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a " Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,

8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9 CONTRACT PERIOD

9.1 The contract period is stipulated in the Contract Data or the specifications.

9.2 The construction period for Infrastructure works, will commence from the date of site handover.

10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer not scoring the highest points, after having applied an objective criteria or a risk assessment criteria, if such (i.e. the objective criteria/ risk assessment) is specified in the bid document.

12 TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 All bidders' tax matters must be in order prior to award.

12.3 Bidders' tax matters will be verified through CSD.

12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.

12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.

12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13 REGISTRATION AS A VAT-VENDOR

13.1 Non-VAT vendors do not have to include VAT in their bid prices.

13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.

13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.

13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their

price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14 CERTIFICATION OF DOCUMENTS

14.1 Where so required in the bid documents, bidders are required to submit copies, which are certified as a "true copy of the original".

14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hour.

14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.

14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.

15 AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

15.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a "valid sworn affidavits". The bidder will not be scored for points, but will be evaluated further.

15.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.

15.3 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.

15.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.

15.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.

15.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.

15.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.

15.8 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.

15.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.

15.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

16 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

16.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.

16.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

17 CORRECTION OF ERRORS

17.1 Only the authorised signatory to the tender should initial corrections in the tender document.

17.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

17.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:

17.3.1 Seek the necessary clarification from the tenderer and;

17.3.2 If accepting the response from the tenderer, evaluate the bid further and or;

17.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

18 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

18.1 N/A

19 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

19.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

20 POINTS FOR SPECIFIC GOALS

20.1 To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.

20.2 It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.

20.3 Bidder's will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

21 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: Certificate of Incorporation - CM1; Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

22 DISCLAIMER

22.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this “Special Conditions of Bid”. The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

22.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

22.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as “deemed responsive” or giving points, etc., without requesting the corrections/ ratifications of a matter which is eligible as per the “Special Conditions of Bid”.

– End Special Conditions of Bid –
(Version: Approved 29 May 2026)

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

1. *DEFINITIONS*

1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*

1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*

1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*

1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*

1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*

1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*

1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*

1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*

1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*

1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*

1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*

1.1.11. *"Day" means a calendar day;*

1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*

1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*

1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*

1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*

1.1.16. *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*

1.1.17. *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*

1.1.18. *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*

1.1.19. *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*

1.1.20. *"Parties" means the Employer and the Service Provider;*

1.1.21. *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*

1.1.22. *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*

1.1.23. *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*

1.1.24. *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*

1.1.25. *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*

1.1.26. *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*

1.1.27. *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

2. *INTERPRETATION*

2.1. *In this Contract, except where the context otherwise requires:*

2.1.1 *The masculine includes the feminine and the neuter, vice versa;*

2.1.2 *The singular includes the plural; and vice versa*

2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*

2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*

2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*

2.4. *The various parts of the Contract are severable and may be interpreted as such.*

2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*

2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. *DURATION*

3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*

3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*

3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

4. *RIGHTS AND OBLIGATIONS OF THE EMPLOYER*

4.1. *The Employer shall give access to or supply the Service Provider with:*

4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*

4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

5. *RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER*

5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*

5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*

5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*

5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*

5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*

5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*

5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*

5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*

5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. *SERVICE MANAGER*

6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*

6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*

6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*

6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

7. *SECURITY*

7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*

7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

8. *SECURITY CLEARANCE*

8.1. *In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.*

8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

9. *CONFIDENTIALITY*

9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:*

9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or*

9.2.1 *the Employer shall be entitled to cancel the Contract*

9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*

9.2.1 *employees, officers and directors of the Service Provider; and*

9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*

9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*

9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. *AMBIGUITY IN DOCUMENTS*

10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*

11. *INSURANCES*

11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*

12. *ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES*

12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*

12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*

12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*

12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the*

Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. *PROGRAMME*

13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*

13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*

13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*

13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

14. *SUBCONTRACTING*

14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*

14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. *INTELLECTUAL PROPERTY RIGHTS INDEMNITY*

15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*

15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. *COMPLIANCE WITH LEGISLATION*

16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*

16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*

16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*

16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

17. *REPORTING OF INCIDENTS*

17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*

17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*

17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*

17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*

17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*

18. *NUISANCE*

18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*

18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

19. *MATERIALS, WORKMANSHIP AND EQUIPMENT*

19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*

19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*

19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*

19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*

19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. *URGENT WORK*

20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*

20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*

20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*

20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

21. *INDEMNIFICATIONS*

21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*

21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*

21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*

21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*

21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

22. *VARIATIONS*

22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*

22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*

22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*

22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*

22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*

22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*

22.7. *The Additional Services will be valued at the rates in the Pricing Data.*

23. *IDENTIFIED PROJECTS*

23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*

23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*

23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*

23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

(a) describe the services/works required to be executed by the Service Provider under the Identified Project;

(b) state the due commencement and completion dates of the relevant Identified Project;

(c) state the total cost of the relevant Identified Project as agreed to between the Parties; and

(d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.

23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.

23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor (Rw – Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the

relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. *SUSPENSION OF THE SERVICES*

24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.

24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. *PENALTY FOR NON-PERFORMANCE*

25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

26. *PAYMENTS*

26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.

26.2 The Service Provider shall submit a monthly certificate taking into account the following:

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

26.2.5 VAT. Vat will be indicated separately in all documents.

26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.

26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:

i. Deductions for penalties;
ii. Deductions for overpayments;
iii. Deductions for retention
iv. Deductions for damages.

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.

26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.

26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.

26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.

26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. *RELEASE OF SECURITY*

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or
(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

28. *OVERPAYMENTS*

28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

29. *COMPLETION*

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. *ASSIGNMENT*

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. *INDULGENCES*

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or

prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

32. *OWNERSHIP AND PUBLICATION OF DOCUMENTS*

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

33. *BREACH OF CONTRACT*

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non- compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

33.1.2 To terminate this Contract without prejudice to any other rights it may have;

33.1.3 To suspend further payments to the Service Provider;

33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.

33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:

33.3.1 enforce strict compliance with the terms and conditions of the Contract; or

33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.

34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:

34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;

34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;

34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;

34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;

34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or

34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;

34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.

34.4 Further, the Contract shall be considered as having been terminated:

34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or

34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.

34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.

34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.

34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished

and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. *DISPUTE RESOLUTION*

35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*

35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*

35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*

35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*

35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*

35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*

35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*

35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*

35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*

35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

36. *GENERAL*

36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*

36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*

37. *DOMICILIUM CITANDI ET EXECUTANDI*

37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parities in the Contract Data.*

37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*

37.3 *Any notice in terms of the conditions of the Agreement must either be:*

37.3.1 delivered by hand during normal business hours of the recipient; or

37.3.2 sent by prepaid registered post to the address chosen by the addressee.

37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:

37.4.1 if hand-delivered on the date of delivery;

37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.

37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: GQET-2026/2027-023

Bid/ Project Description: GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

Department of Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

TERMS OF REFERENCE / SPECIFICATIONS: TERM SERVICE CONTRACT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
EBEN DONGES BUILDING
CORNER HANCOCK AND ROBERTS STREETS
NORTH END
GQEBERHA
6056

1. LEGISLATIVE COMPLIANCE & STANDARD SPECIFICATIONS

The following standards, specifications, regulations, By-Laws and guidelines, but not limited to, are applicable to this service:

A1.1. Environmental Conservation Act, 1989 (Act No. 73 of 1989) A1.2. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) A1.3. Basic Conditions of Employment Act, 1997 (No. 75 of 1997)
A1.4. National Environmental Management Act, 1998 (Ac No. 107 of 1998) A1.5. National Environmental Management: Waste Act (Act No. 10 of 2004) A1.6. National Regulator for Compulsory Specifications Act (Act 5 of 2008) A1.7. ISO 9001 – Quality Management System
A1.8. ISO 14001 – Environmental Management Systems
A1.9. Local Authority Bylaws (Respective Jurisdictions)
A1.10. South African Bureau of Standards (SABS) / South African National Standards (SANS) A1.11. Agreement South Africa Act (Act No. 11 of 2015)

A.2 ABBREVIATIONS AND DEFINITION OF TERMS

A2.1 Definition of Abbreviations

Abbreviation	Definition
ASIB	Automatic Sprinkler Inspection Bureau
CA	Condition Assessment
CoC	Certificate of Compliance
CIN	Component Identification Number
DCP	Dry Chemical Powder
DPWI	Department of Public Works and Infrastructure
EUL	Expected Useful Life
GIAMA	Government Immovable Asset Management Act
NIAMM	National Immovable Asset Maintenance Management (Framework)
OHS	Occupational Health and Safety
RUL	Remaining Useful Life
RTF	Run-to-Failure
SABS	South African Bureau of Standards
SANS	South African National Standard
SAQCC	South African Qualification & Certification Committee (Fire Industry)
SP	Service Provider

Definition of Key Terms

NB! THE SERVICE PROVIDER (TO-BE AND AS APPOINTED) MUST CROSS REFERENCE THE DEFINITIONS OF KEY TERMS ON READING THIS DOCUMENT AND ITS SUBSEQUENT SECTIONS TO ENHANCE PROPER AND THOROUGH UNDERSTANDING, COMMENCING WITH ESTIMATING OF COSTS, CULMINATING WITH THE EFFECTIVE AND EFFICIENT MANAGEMENT OF THE CONTRACT.

Term	Definition
Asset Care	The term linking optimised maintenance with the periodic renewal of infrastructure assets. Asset care activities are considered and planned for, from a whole asset life cycle perspective. (NIAMM)
Base Location	The location as determined by the Employer (DPWI), to be where the Service Provider is based out of for the purpose of service delivery coordination, mileage calculation and cost capping.
Bounded Assets	Assets that are highly regulated for safety, environmental protection or other reasons in the public interest and require a Certificate of Compliance (CoC) to be conspicuously displayed. For the purpose of this document, bounded assets refer to the fire protection components and subcomponents.
Breakdown maintenance	This entails repair and /or replacement of defective equipment, units or parts of installations following a breakdown that leaves the installation inoperable or unsafe, and subsequent action to restore installations to their normal functional condition, within the maximum down-time allowed.
Component	A component (Note 1) is a specific part of a complex asset (Note 2) that has independent physical or functional identity and specific attributes such as different life expectancy, maintenance and renewal requirements and regimes, risk or criticality.
Corrective maintenance	Maintenance carried out after a failure has occurred and subsequent actions taken to restore a components / subcomponent to a state in which it can perform its required function.
Critical Component	Components that are likely to result in a more significant financial, environmental and social cost in terms of impact on organisational objectives and service delivery (NIAMM).
Custodian	Refers to a National or Provincial Department designated in terms of the Government Immovable Asset Management Act (GIAMA No. 19 of 2007) that must plan, acquire, manage and dispose of immovable assets. For the purpose of this document, "custodian" means the Department of Public Works and Infrastructure.
Decal	sign on a thin vinyl or retro-reflective sheet that is pressure sensitive and that, when a paper liner is peeled off and pressure is applied, will adhere to a flat surface
Emergency maintenance repairs	These repairs are defined as any work required to rectify an emergency breakdown that disables a complete / critical part of an installation and prevents it from functioning to its designed service level.
Expected useful life (EUL)	The useful life of an asset is the period over which an asset is expected to be available for use by an entity or the number of production or similar units expected to be obtained from the asset by an entity (GRAP).
Failure	A component has suffered a failure when it is no longer capable of fulfilling one or more of its intended functions. A component does not need to be completely unable to function to have suffered a failure. *An example:* a fire pump that is still operating, but is not capable of pumping the required flow rate, has failed – a dominant asset failure mode in this case is performance (NIAMM).

Term	Definition
Failure mode	Not all assets fail in the same way. Assets' failure mode status are; (1) performance, (2) condition, (3) capacity / utilisation, (4) Cost of operations.
	An example: electricity supply capacity and / or performance are the leading failure modes.
Fatal breakdown	Fatal breakdown is defined as an occurrence when an installation or a specified part thereof fails to operate for any period of time other than during the execution of routine preventative and corrective maintenance activities.
Immediate response repairs	These repairs are defined as repair work required where no breakdowns are allowed at any time.
Maximum down-time	Maximum down-time shall mean the period of time allowed to repair a breakdown, and actual down-time shall mean the measured period from the instant when the breakdown was logged with the Service Provider until the installation has been repaired to its functional specification.
National Immovable Asset Maintenance Management (NIAMM) Framework	Sets out the key principles and practices required for the maintenance of immovable assets through their lifecycle and for the purpose of this document – encompasses the Water Treatment & Waste Water Treatment Plants and Boreholes. The framework includes six documents: 1. NIAMM Management Standard 2. NIAMM Accounting Framework 3. NIAMM Monitoring and Evaluation Protocol 4. NIAMM Planning Guidelines 5. NIAMM Competency Framework 6. Contractor Development through the Maintenance Industry The NIAMM framework is accessible at: https://www.cidb.org.za/resource-centre/downloads-2/#47-94-wpfd-infrastructure-maintenance
Ordinary maintenance repairs	These repairs are defined as all maintenance work required other than emergency maintenance repairs.
Preventative maintenance	This entails the rendering of services and servicing of equipment according to a predetermined maintenance control plan to: 1. Service and replace subcomponents of equipment, units or parts thereof for each installation at prescheduled moments regardless of condition; 2. Readjust, reset, clean, corrosion protect all the components of equipment, units or parts thereof for each installation, and 3. Carry out all implied actions to maintain installation in their present functional condition. Preventative maintenance shall be aimed at minimisation of breakdowns.
Remaining useful life (RUL)	The time remaining until an asset ceases to provide the required service level or economic usefulness (NIAMM).

Renewal	Expenditure on an existing asset which returns the service potential of the asset or expected useful life of the asset to that which it had originally. *Note 1:* Renewal can include works to replace existing assets or facilities with assets or facilities of equivalent capacity or performance capability. *Note 2:* Expenditure on renewals is funded through the entity's capital budget and such expenditure is recognised in the entity's statement of financial position (NIAMM).
Routine Maintenance	Maintenance carried out during the time that the component is in use. Regular or repeated elementary maintenance activities which usually do not require special qualifications, authorisation(s) or tools.

Term	Definition
	***Note -** Routine maintenance may include for example cleaning, tightening of connections, checking liquid level, lubrication, etc.
Run-to-failure (RTF) maintenance	A maintenance strategy in which assets (components / subcomponents) are used until they break down or require repair or replacement. RTF maintenance is reactive.
Standard of service	The service that a client is entitled to receive. *An example:* comfort cooling from air conditioners in courtrooms will be provided at an acceptable range of 18-24ºC and performance defects will be repaired within 3 hours of notification.
Unplanned Maintenance	Corrective work required in the short term to restore an asset to working condition so that it can continue to deliver the required service or to maintain its level of security and integrity
Useful life	The useful life of an asset is the period over which an asset is expected to be available for use by an entity or the number of production or similar units expected to be obtained from the asset by an entity (GRAP).
User	Refers to a National or Provincial Department that uses or intends to use an immovable asset in support of its service delivery objectives and includes a custodian in relation to an immovable asset that it occupies or intends to occupy, represented by the Minister of such National or Provincial department (GIAMA).

2. SERVICE DESCRIPTION

PROJECT TITLE:	GQEBERHA COASTAL AREA: PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

INTRODUCTION AND OVERVIEW

The Department of Public Works and Infrastructure (DPWI) is a custodian Department responsible for the Public Infrastructure and providing accommodation and Property Management service to the National Departments of the South African Government, in terms of the Government Immovable Asset Management Act (GIAMA No. 19 of 2007).

The DPWI's mission is "To provide strategic direction and quality services that offer innovative and proactive socio-economic Infrastructure delivery and maintenance of public assets while protecting the environment and the cultural and historic heritage, safety in the working environment and safer communities towards sustainable development".

Underpinning a healthy and safe environment is the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), relating to the Bounded Assets (see definition) is to ensure, in particular the Fire Protection System's components and subcomponents forming a specialised Mechanical Service – perform to the optimum regulated standards and are in a minimum good condition whereas the desired optimal condition is very good.

3. OBJECTIVE AND BROAD DESCRIPTION OF SERVICE

Appointment of a suitably qualified Service Provider to provide a comprehensive servicing and maintenance of Fire Protection Equipment and Installations, comprising of Fire Suppression, Fire Detection and Symbolic Safety signs, inclusive of all necessary Labour, Management / Supervision, Material, Consumables for Employees, Equipment and Tools, Transport, Fuel, licensing where required and comply with statutory requirements and contract documentation for the duration of the contract.

4. CONTRACT DURATION AND OPTION FOR RENEWAL

4.1. *DURATION: 36 MONTHS*

4.2. RENEWAL OPTION OF CONTRACT:

4.2.1. **Option 1:** Renew for a period of twelve (12) months based on good performance, **OR**

4.2.2. **Option 2:** Renew for a period of eighteen (18) months based on excellent performance.

4.3. *BONA FIDE NEGOTIATIONS*

4.3.1. The Department reserves the right to consider the renewal of the contract or portions thereof, in consultation with the appointed Service Provider for a further period of twelve (12) months (Option 1) or for a maximum period of eighteen (18) months (Option 2), without pursuing an open bidding process.

5. CONDITIONS OF CONTRACT

4.4. THE CONDITIONS OF CONTRACT IS THE: FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW), SEPT. 2005 VERSION 1;

4.5. THE SUPPLEMENTARY DOCUMENT, WHERE APPLICABLE IS: THE SPECIAL CONDITIONS OF CONTRACT.

4.6. THE TERMS OF REFERENCE (TOR) / SCOPE OF WORKS (SOW) SHOULD BE STUDIED IN FULL TO ENABLE PRICING OF SERVICES ON THE PRICING SCHEDULE. PRICING SHOULD BE DONE ON THE "PRICING SCHEDULE" NOT ON THE TOR / SPECIFICATIONS / SOW.

PRICES, CONTRACTUAL PRICE ADJUSTMENTS AND ESCALATION CAP

4.7. THIS BEING A TERM SERVICE CONTRACT WITH MAIN EMPHASIS ON PREVENTATIVE MAINTENANCE (≈ 80%) AND THE REMAINDER ON CORRECTIVE MAINTENANCE (≈20%), THE OFFER OF ACCEPTANCE IS AN ESTIMATE AND THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE (DPWI) GQEBERHA REGIONAL OFFICE CANNOT BE HELD ACCOUNTABLE SHOULD THE CONTRACT VALUE (EXPENDITURE AT THE END OF CONTRACT) BE LESSER THAN THE CONTRACT SUM (PRICE AGREED AND ENTERED INTO THE CONTRACT).

4.8. PURSUANT TO THIS CONTRACT, THE RATES SHALL BE SUBJECT TO AN ANNUAL ESCALATION CAP LIMITED TO FIVE PERCENT (5%) PER ANNUM;

4.9. IRRESPECTIVE OF THE DATE OF AWARD, NO PRICE ADJUSTMENT WILL BE ALLOWED IN THE FIRST TWELVE (12) MONTHS AFTER THE DATE OF AWARD OF THE TENDER, THE EFFECTIVE DATE FOR PRICE ADJUSTMENTS BEING THE SITE HANDOVER DATE / APPROVAL TO COMMENCE WITH WORK;

4.10. RATES / PRICES MUST BE PRICED FOR RISK AND WILL BE ESCALATED IN ACCORDANCE WITH THE COMPETITIVE ESCALATION RATE TENDERED, NOT EXCEEDING THE ESCALATION CAP ABOVE. THE ESCALATION PERCENTAGE SHALL NOT CHANGE THROUGHOUT THE TERM OF THE CONTRACT, INCLUDING THE RENEWAL PERIOD;

4.11. THE RATES FOR YEAR TWO (2) AND SUBSEQUENT YEARS (SHOULD THE CONTRACT BE RENEWED BASED ON PERFORMANCE) SHALL BE ESCALATED AS FOLLOWS:

4.11.1. Rates for year 2 (per item) = Tendered rates per the bid for year 1 plus the tendered percentage (%) escalation;

4.11.2. Rates for year 3 (per item) = Tendered rates per the bid for year 2 plus the tendered percentage (%) escalation (Year three rates are applicable on a 36 month contract).

4.12. *THE CONTRACT ESCALATION RATE OFFERED BY THE SERVICE PROVIDER THROUGHOUT THE DURATION OF THE CONTRACT IS THE FOLLOWING:*

4.12.1. Annual escalation rate…….....…….…..... (%) **[To Pricing Schedule]**

SITE INFORMATION

4.13. *SERVICE PROVIDERS MUST FAMILIARISE THEMSELVES WITH THE SITE INFORMATION PRIOR TO SUBMITTING A FINAL TENDER OFFER TO ENABLE PRICING FOR ALL RISKS, COSTS AND DEMONSTRATE THE ABILITY TO MAKE REASONABLE PROFIT IN RELATION TO THE SIZE AND REQUIREMENTS OF THE SITE(S) AS FOLLOWS:*

4.13.1. **East London and Queenstown Surrounding Areas**

4.14. *THE DETAILS OF VARIOUS SITES FORM PART OF THIS DOCUMENTATION NAMELY, SITE INFORMATION DETAILS.*

SCOPE

This is a Term Service Contract for the Service and Maintenance of Fire Protection Equipment and the following comprehensive, but not limited to requirements and responsibilities form part of the scope of the appointed service provider to ensure all the

Fire Protection Equipment and Installations in various sites as approved are maintained in an economic, efficient and environmentally friendly manner:

4.15. *COMPANY REQUIREMENTS*

4.15.1. **A valid company accreditation as follows**: SANS 1475 accredited Permit Holder to: The Production of Reconditioned Fire-Fighting Equipment;

Part 1: The Portable and Wheeled (Mobile) Rechargeable Fire Extinguishers; Part 2: Fire Hose Reels and Above-Ground Hydrants

4.15.2. Legal Fire Servicing Technician(s):

4.15.2.1. Validly registered with: The South African Qualification & Certification Committee for the Fire Industry (SAQCC Fire – 1475);

4.15.2.2. Valid Automatic Sprinkler Inspection Bureau (ASIB) competency certificate.

4.15.3. One (1) tonne roadworthy light delivery vehicle(s);

4.15.4. **Specialist Works (SF) cidb grading**: The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation).

4.16. *RESPONSIBILITIES OF THE SERVICE PROVIDER: FIRE PROTECTION*

4.16.1. Effective and efficient maintenance of the Fire Protection Equipment and Installations under the Term Service Contract as per the industry standards and accompanying maintenance schedules, including Supervision of employees;

4.16.1.1. Approximately 80% of the contract is fire suppression, comprising mainly of portable fire extinguishers, fire hydrants, fire hose reels and to a lesser extent – sprinkler systems, fire dampers, pressure reducing valves, check valves, control valves and fire suppression agents / systems;

4.16.1.2. The remaining 20% of the contract is fire detection, comprising of fire alarm control panels, primary power supply, secondary power supply and manual fire alarm boxes.

4.16.2. Be on site within a **three (3) hour response period** to all fatal breakdown incidents upon positive identification and elimination of false alarms;

4.16.3. Conduct a condition assessment of all the Fire Protection equipment and installation(s) as per the DPWI asset register / approved revised asset register including pictures as part of the portfolio of evidence. The Service Provider must simultaneously service the equipment in line with the maintenance philosophy below;

4.16.4. Determine whether the installed hand-held fire suppression equipment is suitable for the environment it is installed in and providing a remedial report including costing;

4.16.5. Repair / replace faulty equipment / components or subcomponents of the installation on approval of the Service Manager;

4.16.6. Maintain in a good condition all equipment and installations(s) based on an approved maintenance plan / programme in line with the approved budget projections;

4.16.7. Provide a **test certificate** as proof of testing of components / subcomponents / hand held fire extinguishers / special fire protections systems completed by a Fire Protection / Service Technician registered with SAQCC as above;

4.16.8. Keeping a log book and records of Fire Protection Equipment, not limited to but including servicing and maintenance and submitting with payments the copies to the DPWI Service Manager / Project Leader on a monthly basis;

4.16.9. Compliance with all Government Legislation / Regulations / Municipal bylaws and applicable standards throughout the duration of the contract;

4.16.10. Provide a guarantee of 12 months on all newly installed components / subcomponents.

MAINTENANCE PHILOSOPHY: FIRE PROTECTION SYSTEMS

A RISK-BASED APPROACH SHALL INFORM THE MAINTENANCE PHILOSOPHY OF THIS CONTRACT. THE SERVICE PROVIDER MUST:

4.17. PRIORITISE BACKLOG INTERVAL-BASED MAINTENANCE OF FIRE PROTECTIONS SYSTEMS IN FACILITIES ACCOMMODATING PROVINCIAL OFFICES OF USER DEPARTMENTS, SECURITY CLUSTER FACILITIES (SAPS 10111 CENTRES, MAGISTRATE COURTS, CORRECTIONAL CENTRES (PLEASE NOTE A POSSIBILITY EXISTS FOR CORRECTIONAL CENTRE BEING REMOVED FROM THE MAINTENANCE LIST), SERVICE OFFICES (HOME AFFAIRS, LABOUR, ETC.), ETC. AS PER THE APPROVED MAINTENANCE PROGRAMME;

4.18. CONDUCT A CONDITION ASSESSMENT SIMULTANEOUSLY THE BOUNDED ASSETS ARE BEING SERVICED TO REDUCE TRAVEL, LABOUR AND ADMINISTRATION COSTS. THE FORMAT OF THE CONDITION ASSESSMENT REPORT SHALL BE AS PER THE ATTACHED SAMPLE. SERVICE PROVIDERS MAY USE THEIR OWN TEMPLATE – SUCH A TEMPLATE SHOULD HOWEVER CONTAIN MINIMUM REQUIREMENTS OF A CONDITION ASSESSMENT.

4.19. PROVIDE A WRITTEN QUOTATION AND OBTAIN APPROVAL FROM THE SERVICE MANAGER PRIOR TO COMMENCING WITH ANY WORK REQUIRING REPAIRS OR REPLACEMENT.

4.20. IN HIGHLY RISKY SITUATIONS WHEREIN THE REPLACEMENT / REPAIRS ARE MOST CRITICAL AND REQUIRE IMMEDIATE ATTENTION, THE SERVICE PROVIDER MUST RECEIVE APPROVAL TO PROCEED BY THE SERVICE MANAGER BASED ON AN INSTANT MESSAGING APPLICATION (E.G. SMS, WHATSAPP, TELEGRAM, ETC.) AND SHALL PROVIDE THE APPROVAL AS A PORTFOLIO OF EVIDENCE (POE), TOGETHER WITH THE FORMAL WRITTEN QUOTATION. THIS PROCESS SHOULD NOT BE ABUSED BY THE SERVICE PROVIDER AS A MEANS TO CIRCUMVENT THE FORMAL WRITTEN QUOTATION PROCESS.

4.21. CLASSIFICATION OF FIRES:

Different types of fire extinguishers are designed and built to fight different classes of fire. Fires shall be extinguished according to the materials involved, therefore the classes of fire are as follows:

4.21.1. **CLASS A: FIRES THAT INVOLVE SOLID OR ORGANIC MATERIAL, SUCH AS WOOD, PLASTICS, PAPER, TEXTILES OR COAL.**

4.21.2. **CLASS B: FIRES THAT INVOLVE FLAMMABLE LIQUIDS, SUCH AS GASOLINE, PETROLEUM OIL, PAINT OR DIESEL.**

4.21.3. **CLASS C: FIRES THAT INVOLVE FLAMMABLE GASES SUCH AS PROPANE, BUTANE OR METHANE. ALSO FIRE INVOLVING CLASS A, B AND D OCCURRING IN THE PRESENCE OF ENERGIZED ELECTRICAL EQUIPMENT.**

4.21.4. **CLASS D: FIRES THAT INVOLVE COMBUSTIBLE METALS, SUCH AS MAGNESIUM, LITHIUM, SODIUM, POTASSIUM, TITANIUM OR ALUMINIUM.**

4.21.5. **CLASS E: FIRES THAT INVOLVE LIVE ELECTRICAL EQUIPMENT AND ELECTRICAL SOURCES.**

4.21.6. **CLASS F: FIRES THAT INVOLVE COOKING OILS AND FATS, SUCH AS VEGETABLE**

OIL, SUNFLOWER OIL, OLIVE OIL, MAIZE OIL, LARD OR BUTTER (TYPICALLY USED FOR DEEP FRYING).

4.22. TO NOTE: THE FIRE PROTECTION MAINTENANCE PHILOSOPHY IS PART OF THE GENERIC MAINTENANCE HIERARCHY DEPICTED IN THE FIGURE BELOW.

THE REMAINDER OF THE DOCUMENT STRUCTURE

THE REMAINDER OF THE DOCUMENT IS STRUCTURED AS FOLLOWS TO ENABLE EASE OF NAVIGATION:

4.23. MOBILISATION AND CONTRACT MANAGEMENT;
4.24. PREVENTATIVE MAINTENANCE;
4.25. CORRECTIVE MAINTENANCE;
4.26. TRAVELLING AND LABOUR COSTS;
4.27. PENALTIES' SCHEME.
4.28. SITE INFORMATION DETAILS.

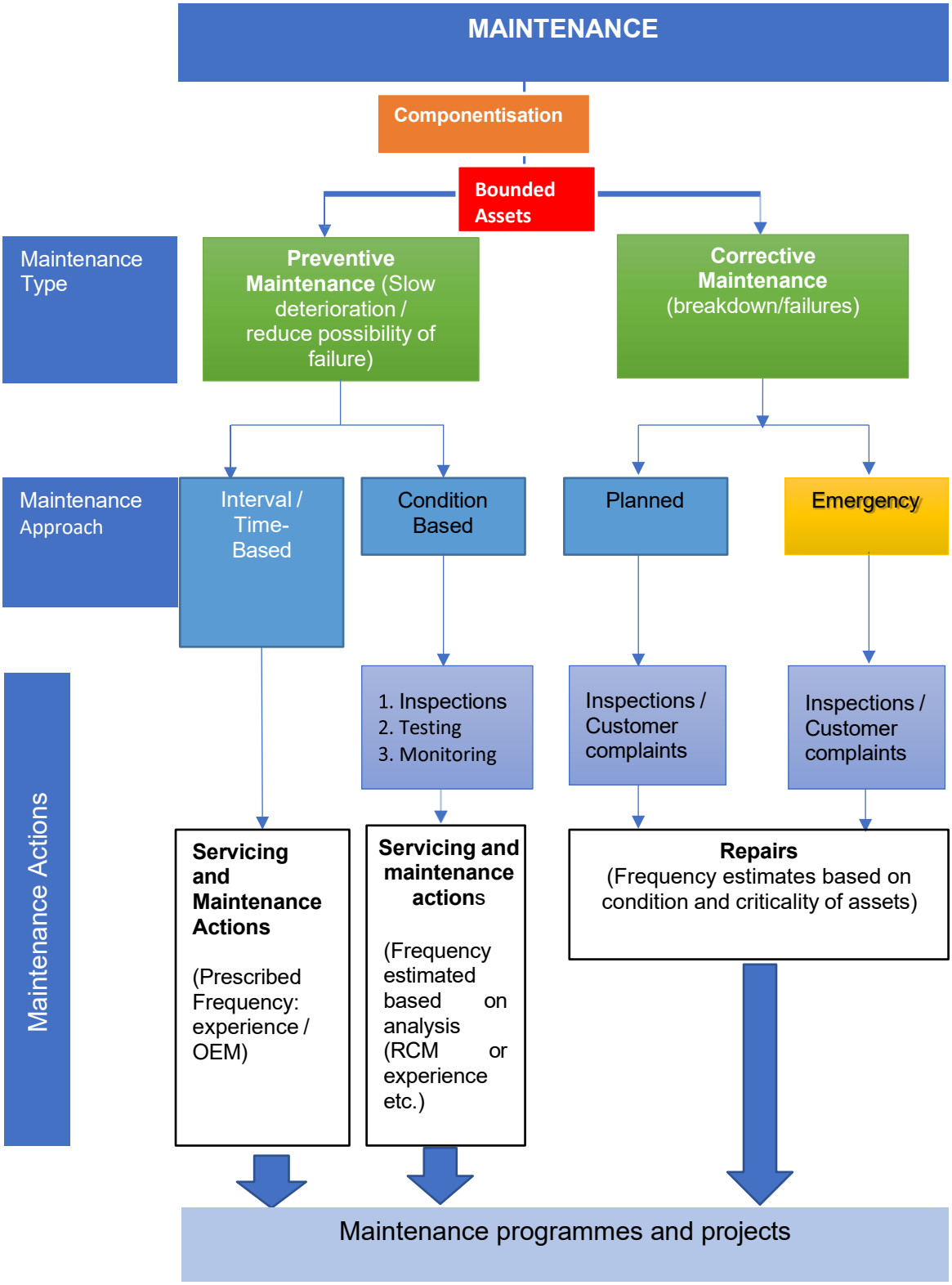


Figure 1: Maintenance Hierarchy

MOBILISATION AND CONTRACT MANAGEMENT

THE MOBILISATION AND CONTRACT MANAGEMENT BEARS THE SAME MEANING AS PRELIMINARIES AND GENERALS. THE SERVICE PROVIDER (SP) IS EXPECTED TO HAVE ADEQUATE RESOURCES (FINANCIAL AND HUMAN) TO MANAGE AND SUCCESSFULLY EXECUTE THE REQUIREMENTS OF THIS CONTRACT. DUE TO THE CLUSTERING OF VARIOUS FACILITIES INTO A SINGLE CONTRACT, THE OVERALL MANAGEMENT OF THE CONTRACT AND THE COMPLIANCE OF FIRE PROTECTIONS SYSTEMS WILL BE THE SOLE RESPONSIBILITY OF THE APPOINTED SP. PRELIMINARIES AND GENERALS AND SHALL INCLUDE THE FOLLOWING:

THE SERVICE PROVIDER SHOULD COST THE FOLLOWING RESPONSIBILITIES:

11 A. MOBILISATION (SITE ESTABLISHMENT), TRANSITION CONTRACT MANAGEMENT AND DEMOBILISATION;

11 B. OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE;

11 C. MANAGEMENT / SUPERVISION OF OPERATIONS, INCLUDING TRAINING AND DEVELOPMENT OF EMPLOYEES;

11 D. MEDICAL SURVEILLANCE AND CERTIFICATES;

11 E. INSURANCE;

11 F. EXPANDED PUBLIC WORKS PROGRAMME (EPWP) IMPLEMENTATION.

4.29. MOBILISATION (SITE ESTABLISHMENT), TRANSITION CONTRACT MANAGEMENT AND DEMOBILISATION

4.29.1. **THE SP MUST MAKE ARRANGEMENTS TO HOUSE / ACCOMMODATE OWN PERSONNEL BASED ON THEIR OPERATIONS, INCLUDING PROVISION OF FURNITURE AND OFFICE EQUIPMENT AS PART OF OVERHEAD COSTS. THE SP MUST ALLOW COSTS FOR IN THE CONTRACT FOR MOBILISATION, OVERHEAD COSTS AND DEMOBILISATIONS INCLUDING NAME BOARDS, OFFICES AND STORAGE SHEDS, WORKSHOPS, LIVING ACCOMMODATION (WHERE NECESSARY), WATER SUPPLY, ELECTRICITY AND INFORMATION AND COMMUNICATION CAPABILITIES AND PROFIT;**

4.29.2. **A SENIOR MANAGER MUST BE AVAILABLE FOR MONTHLY MEETINGS / AS REQUIRED;**

4.29.3. **THE SP SHALL PROVIDE MANAGEMENT / SUPERVISION OF DUTIES AND AVAIL SKILLED PERSONNEL WITH TRADE / REQUISITE QUALIFICATIONS AND SUPPORT PERSONNEL TO ENSURE THE OPTIMAL MAINTENANCE OF FIRE PROTECTION SYSTEMS;**

4.29.4. **THE SERVICE PROVIDER MUST FAMILIARISE THEMSELVES WITH THE REQUIREMENTS OF RESPECTIVE SITES TO ENABLE PROVISION OF OPTIMAL HUMAN RESOURCES INCLUSIVE OF ALL STATUTORY COSTS (UIF, COMPENSATION FUND, ETC.), PERSONAL PROTECTIVE EQUIPMENT (PPE), MINIMUM MARKET-RELATED SALARIES AND EMPLOYEE INCENTIVES.**

4.29.5. **THE SP SHALL ENSURE SEAMLESS DISCUSSIONS AND MANAGEMENT OF PERSONNEL AND HONOURING OF EXISTING CONTRACTS WHERE APPLICABLE, AS PART OF THE TRANSITION PERIOD. THE SP SHALL THEREFORE MAKE PROVISION FOR SERVICES OF AN EXPERIENCED CONTRACTS MANAGER.**

4.29.6. **AT THE COMMENCEMENT OF THE CONTRACT, WITHIN 14 CALENDAR DAYS OF THE AWARD OF CONTRACT, THE SERVICE PROVIDER MUST PROVIDE TO DPWI, A PRELIMINARY MAINTENANCE MANAGEMENT PLAN COMPRISING OF PERSONNEL TO BE UTILISED, PRELIMINARY SERVICING / MAINTENANCE PROGRAMME AND SCHEDULES AND THE BUDGET / EXPENDITURE PLAN TO ENABLE DPWI TO PLAN ACCORDINGLY. THE PRELIMINARY PLANS MUST BE CORRECTED AND COMPLETED WITHIN 30 CALENDAR DAYS AFTER THE APPOINTMENT OF THE SERVICE PROVIDER. THE PLANS WILL BECOME OPERATIONAL PLANS FOR SUBMISSION AND REVIEW TO DPWI ON A MONTHLY BASIS AND SHALL BE USED TO CONDUCT INSPECTIONS COINCIDING WITH ON-SITE MAINTENANCE.**

4.29.7. **AT THE END OF THE CONTRACT – AS PART OF DEMOBILISATION, THE SP SHALL, WHERE REQUIRED, REINSTATE STRUCTURES AS REQUIRED AND LEAVE THEM IN A GOOD CONDITION, ENSURE ALL THE FIRE EQUIPMENT SYSTEMS ARE IN A VERY GOOD CONDITION, PROVIDE A CLOSE-OUT REPORT INCLUSIVE OF AN END OF CONTRACT CONDITION ASSESSMENT REPORT, EXPENDITURE INCURRED IN THE CONTRACTOR, RECOMMENDATIONS FOR THE FUTURE CONTRACT AND PROJECTED COSTS AND SHALL BE AVAILABLE AT OWN COST, WHERE REQUIRED TO HAND OVER EXISTING DOCUMENTATION (CLOSE OUT REPORT) / CONTRACTS OF PERSONNEL TO THE NEWLY APPOINTED SERVICE PROVIDER AS PART OF TRANSITIONAL PROCESS, IF THE CURRENT IS NOT RE-APPOINTED.**

4.30. OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE;

4.30.1. **THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) STIPULATES THAT THE CHIEF EXECUTIVE OFFICER IS PRIMARILY RESPONSIBLE OR LIABLE FOR THE HEALTH AND SAFETY OF ALL HIS/HER EMPLOYEES. THIS IS EMBEDDED IN SECTION 16(1) OF THE SAID ACT. THIS RESPONSIBILITY OR LIABILITY IS ALSO EXTENDED TO INCLUDE A MANDATORY THAT PERFORMS WORK ON BEHALF OF THE EMPLOYER ON HER/HER PREMISES.**

4.30.2. **A "MANDATARY" IS DEFINED IN THE SAID ACT AS: - "INCLUDING AN AGENT, CONTRACTOR OR SUBCONTRACTOR FOR WORK, BUT WITHOUT DEROGATING FROM HIS STATUS IN HIS OWN RIGHT AS AN EMPLOYER OR USER."**

4.30.3. **IN TERMS OF SECTION 37(2), READ WITH SECTION 41, OF THE SAID ACT, IT IS LEGALLY POSSIBLE FOR AN EMPLOYER TO INDEMNIFY HIMSELF FROM THIS RESPONSIBILITY OR LIABILITY REGARDING THE ACTIONS OF THE MANDATARY. SECTION 37(2) STIPULATES THAT THERE SHOULD BE A WRITTEN AGREEMENT BETWEEN THE EMPLOYER AND THE MANDATARY REGARDING THE ARRANGEMENTS AND PROCEDURES BETWEEN THEM TO ENSURE COMPLIANCE BY THE MANDATARY WITH THE PROVISIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993.**

4.30.4. **BY ENSURING THAT THERE IS A WRITTEN AGREEMENT IN PLACE, THE MANAGEMENT OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IS ACTING IN A RESPONSIBLE MANNER, TO ENSURE THAT THE REQUIREMENT IS INDEED BEING MET.**

4.30.5. **TO ENSURE THAT THIS WRITTEN AGREEMENT IS ALWAYS HONOURED, REGULAR INSPECTION OF WORK THAT IS PERFORMED WILL BE**

CONDUCTED AND IF FOUND NOT COMPLYING WITH THE SAID AGREEMENT. A NOTICE OF NON-COMPLIANCE WILL BE ISSUED. ALL WORK WILL BE STOPPED AND REASONS FOR NON-COMPLIANCE MUST BE GIVEN AND THE CORRECTIVE ACTION TO BE TAKEN TO RECTIFY THE SITUATION MUST BE STIPULATED.

4.30.6. **IN ADDITION, ADHERENCE TO THE OCCUPATIONAL HEALTH AND SAFETY (OHS) ACT, THE SERVICE PROVIDER MUST ALLOW COSTS FOR BUT NOT LIMITED TO PROVISION OF;**

4.30.6.1. **PROVISION OF A HEALTH AND SAFETY PLAN;**

4.30.6.2. **OHS FILE ON-SITE AND MAINTAINED / UPDATED ON A REGULAR BASIS AND AVAILABLE FOR INSPECTION BY RELEVANT AUTHORITIES;**

4.30.6.3. **A VISIBLE DISPLAY OF THE LATEST OHS ACT ON SITE;**

4.30.6.4. **HAZARD IDENTIFICATION, RISK ASSESSMENT(S) AND MITIGATION FOR THE SERVICE PROVIDER;**

4.30.6.5. **SUFFICIENT PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING MADE AVAILABLE TO STAFF – MINIMUM TWO (2) SETS PER EMPLOYEE, INCLUDING BUT NOT LIMITED TO SUITABLE GLOVES, FOOTWEAR, EYE AND RESPIRATORY PROTECTION;**

4.30.6.6. **HEALTH AND SAFETY TRAINING;**

4.30.6.7. **FIRST AID KITS AND RE-FILLING;**

4.30.6.8. **SITE INSPECTIONS, INCIDENT REPORTING AND FORMATION OF A REPORTING STRUCTURE;**

4.30.7. **THE SP IS REQUIRED TO SIGN THE HEREUNDER OHS MANDATARY AGREEMENT.**

MANDATARY AGREEMENT (OCCUPATIONAL HEALTH AND SAFETY ACT)

This is a written agreement between

The Department of Public Works and Infrastructure
And

(Name of the MANDATARY)
In terms of the Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.
I, _____representing the

MANDATARY do hereby acknowledge that _____

(*mandatary)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85, 1993) as amended and agreed to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored, or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I, furthermore, agree to comply with the Health and Safety requirements and to liaise with the Department should I, for whatever reason, be unable to perform in terms of this Agreement.

4.31. MEDICAL SURVEILLANCE AND CERTIFICATES

4.31.1. **THE SERVICE PROVIDER MUST ALLOW COSTS FOR AND PERFORM BASE MEDICAL EXAMINATIONS AND OBTAIN MEDICAL CERTIFICATES OF ALL EMPLOYEES PRIOR TO THEIR EMPLOYMENT, DURING EMPLOYMENT AND AT THE EXIT OF EMPLOYMENT. THE SERVICE PROVIDER MUST ENSURE PROTECTION OF WORKERS BY IDENTIFYING ALL RISKS ASSOCIATED WITH THE O&M OF THE TREATMENT PLANTS, ELIMINATING OR MINIMISING SUCH RISKS THROUGH PROPER MEDICAL, LEGISLATIVE AND ENGINEERING MEASURES:**

4.31.1.1. **INITIAL BASELINE MEDICAL EXAMINATIONS;**

4.31.1.2. **PERIODIC AND EXIT MEDICAL EXAMINATIONS.**

Insurance

The service provider **must allow costs for** and is responsible to assess risks on the project and to ensure they obtain and maintain adequate insurances to cover such risks for the duration of the contract. The Service Provider shall provide comprehensive insurance and maintain during the entire period of this contract as follows:

4.31.2. *PUBLIC LIABILITY INSURANCE / GENERAL LIABILITY INSURANCE*

Operations, maintenance and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage and personal injury wherein the limit of liability required under the Service Provider's **Public Liability insurance must be R 5'000'000 any one occurrence**.

4.31.3. *DAMAGE TO ELECTRONIC EQUIPMENT AND FURNITURE, THEFT OF MATERIALS AND EQUIPMENT*

The Service Provider shall provide adequate insurance for the damage to electric and electronic equipment, furniture, theft of materials and equipment.

4.31.4. *GOVERNMENT OF RSA AS ADDITIONAL INSURED*

The general liability policy required of the Service Provider shall name "the Republic of South Africa, acting by and through the Presidency", as an additional insured with respect to operations performed under this contract.

4.32. EXPANDED PUBLIC WORKS PROGRAMME (EPWP) IMPLEMENTATION

4.32.1. **ALL ROUTINE MAINTENANCE CREATED UNDER THIS CONTRACT WILL BE SUBJECT TO THE EXPANDED PUBLIC WORKS PROGRAM (EPWP) AIMED AT ALLEVIATING AND REDUCING WOMEN, YOUTH AND DISABLED PERSONS' UNEMPLOYMENT.**

4.32.2. **THE SERVICE PROVIDER SHALL IDENTIFY A MINIMUM NUMBER OF WORKERS FROM THE PRIORITY LIST (WHERE SUCH A LIST EXISTS) AND EMPLOY THEM IN VARIOUS FORMS OF LABOUR TO EXECUTE OPERATIONS AND MAINTENANCE OF THE FACILITY AT STATUTORY LABOUR RATES FOR A MINIMUM OF 12 MONTHS AND TRAIN THEM DURING THAT PERIOD;**

4.32.3. **TENDERERS MUST ALLOW COSTS FOR THE FOLLOWING EMPLOYMENT REQUIREMENTS OF THE EPWP BENEFICIARIES INCLUDING TRAINING, REPORTING, PROVISION OF BRANDED PERSONAL PROTECTIVE EQUIPMENT (PPE), PROFIT AND EMPLOYEE INCENTIVES COMPRISING OF, BUT NOT LIMITED TO THE FOLLOWING MINIMUM GUIDELINES APPLICABLE FOR COMPLIANCE:**

4.32.3.1. EPWP beneficiaries including stipends, recruitment in an open, fair and transparent process;

4.32.3.2. The following targets in terms of demographics should be complied with in the recruitment of EPWP participants:

4.32.3.2.1. Women at **60%**

4.32.3.2.2. Youth aged between 18 and 35 years at **55%**

4.32.3.2.3. Persons with disabilities at **2%**

4.32.3.2.4. **100%** unskilled Labour utilised must reside within the boundaries of the Municipality where this contract is executed, with preference to the local community closest to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract.

4.32.3.3. Social facilitation in communities prior to recruitment;

4.32.3.4. Initial baseline medical examinations;

4.32.3.5. Periodic and exit medical examinations;

4.32.3.6. Training of EPWP beneficiaries in the routine maintenance works-related skills.

4.32.3.7. EPWP reporting by the appointed service provider is required on EPWP participants on a monthly basis and provide the following information to DPWI;

4.32.3.7.1. Certified Identity documents;

4.32.3.7.2. Proof of attendance on project – signed by the relevant manager;

4.32.3.7.3. Proof of payment of participant (Can be bank printout showing payment, signed document by each participant confirming payment or a letter from a SP confirming amount payment to workers);

4.32.3.7.4. Bank confirmation of participants (this is an Auditor General South Africa requirement especially where Electronic Funds Transfer is provided as proof of payment);

4.32.3.7.5. Contract of employment for every participant-signed by all parties;

4.32.3.7.6. Signed disability declaration form when Persons with Disability are employed.

DPWI will provide a job reporting template.

Price within the pricing schedule for all costs associated with:

4.33. *MANAGEMENT COSTS OF CONTRACT ……....(SUM) [TO PRICING SCHEDULE]*

1. PREVENTATIVE MAINTENANCE

Table 1: Summary of Fire Protection System applicable to this contract

Fire Suppression														Fire Detection							
Portable (hand held) Fire Extinguishers					Fire Hose Reels	Fire Hydrants		Sprinkler System			Fire Pumps & Valves		Fire Suppression agents / Systems			Fire Detection Systems		Signage & Emergency Exits		Fire Alarm System			
Dry Chemical Powder	CO_2	Aqua Film Forming (AFF) Foam	Water Fire Extinguisher	BCF/ Halon Fire Extinguishers	30m fire hose reel	80mm right angle hydrant	65mm right angle hydrant	Sprinkler Heads	Inspector test valves	Cross and feed mains	Fire pump(s)	Pressure reducing valves, control valves	Halon	Dry chemical (Foam)	Wet chemical (Water)	Smoke detectors	Heat detectors	Symbolic Signs	Emergency exists and exit ways	Fire Alarm Control Panel	Primary Power Supply	Secondary Power Supply (Lithium)	Manual Fire Alarm Box

CONDITION-BASED MAINTENANCE (INSPECTIONS, TESTING & MONITORING)

4.33.1. **Maintenance Planning: A Componentised Asset Register**

The NIAMM Framework refers to maintenance planning as activities to develop Maintenance Management Plans that specify the detailed maintenance activities, resources, responsibilities, timescales and risks for the achievement of asset management objectives. Maintenance management functions applicable to this contract are summarised in the figure below:

4.33.2. **Maintenance Planning: A Componentised Asset Register**

The NIAMM Framework refers to maintenance planning as activities to develop Maintenance Management Plans that specify the detailed maintenance activities, resources, responsibilities, timescales and risks for the achievement of asset management objectives. Maintenance management functions applicable to this contract are summarised in the figure below:

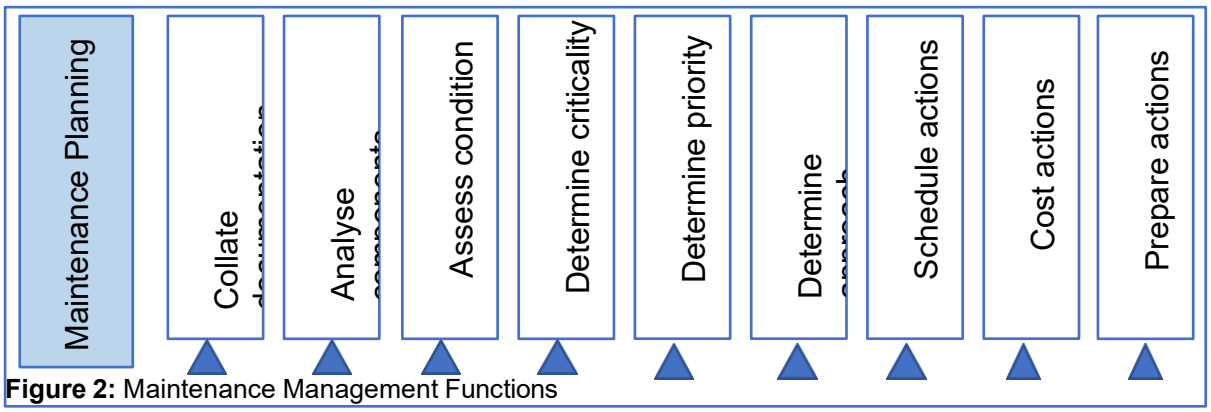


Figure 2: Maintenance Management Functions

4.33.2.1. The Service Provider **must allow costs for** and compile and maintain a geotagged componentised asset register and implement an electronic Component Identification System inclusive of provision of handheld scanners (the scanners and the system shall become property of DPWI throughout the contract and be handed over to DPWI in an operating and good condition at the end of the contract) for all the immovable and movable assets for respective sites, within a period of three (3) months of the site handover;

4.33.2.2. Unique component identification numbers (CINs) and tags forming part of the componentised asset register must be developed for all components and sub-components of the system.

4.33.2.3. Component Identification Numbers (CINs) / asset codes must be allocated to asset tags and be attached to (possibly be in close proximity to) respective components / subcomponents.

4.33.2.4. The CIN must appear in the asset register handed over to DPWI and the End User, and be allocated to each incident (complaint).

4.33.2.5. The CIN must be administered in collaboration with the End User and be described in the maintenance control plan as part of the componentised asset register.

4.33.2.6. Reference shall be made to CINs in the maintenance control plan, operating and maintenance manuals and during all maintenance activities, including the logging of breakdowns, other correspondence and on **invoices**. Identification shall also be indicated on as-built drawings (where such drawings are available).

4.33.2.7. The fire protection system's subcomponents including, where installed – the fire water pipes must also have CINs appearing on invoices.

An example: a fire hydrant pipe (FHP) which has been replaced needs to demonstrate the length replaced and the position. A naming convention can be used in a number line format, i.e. FHP01 to FHP40, wherein if a portion has been replaced / work done on a 5m portion, a CIN will indicate FHP16 – FHP20.

4.33.2.8. The asset register must be availed in hard copies, excel format, PDF and / or any other

recommended format (electronic) be componentised, fully detailed and updated on an annual basis or when new asset additions / removals are made. It must include, but not be limited to the following;

4.33.2.8.1. Asset / equipment model and serial number;

4.33.2.8.2. Physical description;

4.33.2.8.3. Physical parameters;

4.33.2.8.4. Estimated useful life in years (can be sourced from OEM);

4.33.2.8.5. Remaining useful life in years;

4.33.2.8.6. Actual and minimum acceptable asset failure mode ratings (condition, performance, capacity and cost-of operations);

4.33.2.8.7. Any statutory obligations regarding the servicing and maintenance of the asset;

4.33.2.8.8. Asset criticality rating (Immediate risk and concerns and risk status)

4.33.2.8.9. Current and estimated depreciated replacement cost (ZAR); 4.33.2.8.10. Suggest replacement or upgrade options;

4.33.2.8.11. Suggest latest efficient compliance alternatives; 4.33.2.8.12. Responsible persons.

4.33.2.9. The asset register shall be used as a basis for a condition assessment;

4.33.2.10. A condition assessment shall be used to inform the maintenance plan;

4.33.2.11. During the compilation of the asset register, the Service Provider shall simultaneously perform a condition assessment and perform servicing / maintenance of the components / subcomponents.

4.33.2.12. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for failure to submit a complete **asset register** within a period of three (3) months of the site handover.

Price within the pricing schedule for all costs associated with:

4.33.2.13. **Componentised Asset Register** ……(Sum) **[To Pricing Schedule]**

4.33.3. Maintenance Planning: Fire Protection System Component Condition Assessment (CCA)

4.33.3.1. The appointed service provider **must allow costs for** and is responsible for conducting a Component Condition Assessment (CCA) for the system, its components and sub-components on all respective sites simultaneously with the servicing and maintenance. The SP must provide the CCA report to the Project Leader and present the report to DPWI management for approval not later than three (3) months after the date of appointment.

4.33.3.2. Through the CCA, the Service Provider shall assess the condition and functionality factors that make the system and its components adequate in condition and appropriate for the intended use. A CCA assists in the identification of the required maintenance, repairs and/or renewal to reinstate the system to its required performance level. DPWI reserves the right to appoint an independent entity to conduct an assessment for comparison with that compiled and submitted by the appointed service provider.

4.33.3.3. The service provider will be expected to subscribe to the Department of Public Works and Infrastructure's approved condition assessment rating (see demonstration on the below table) in order to properly assess the service provider's performance in relation to service and maintenance on all sites.

4.33.3.4. Table 2: Condition rating scale

* Condition Rating	** Risk Grading	Criticality Description	Qualitative Description	Indicative RUL
5	1	Very good	Sound system / components, well maintained. Only normal maintenance required.	71 - 100%
4	2	Good	Serves needs but minor deterioration (< 5%). Minor maintenance required	46 - 70%
3	3	Fair	Marginal, clearly evident deterioration (10–20%). Significant maintenance required.	26 - 45%
2	4	Poor	Significant deterioration of component / sub-component and/or appearance. Significant impairment of functionality (20–40%). Significant renewal / upgrade required.	11- 25%
1	5	Very poor	Unsound, failed, needs reconstruction /replacement (>50% of component / sub-component needs replacement).	0 - 10%

4.33.3.5. *Condition rating: It is a standard practice to allocate a rating of 5 for an asset in a very good condition.

Risk grading: Is an inverse of the condition rating scale to determine the asset criticality

4.33.3.6. The outputs expected from a Component Condition Assessment report shall include individual condition assessment reports per facility comprising the following (but not limited to);

4.33.3.6.1. Executive summary

4.33.3.6.2. Methodology

4.33.3.6.3. For each and every problem/defect found specify:

4.33.3.6.3.1. Problem / defect description;

4.33.3.6.3.2. Problem / defect root cause;

4.33.3.6.3.3. Problem / defect location (facility, building, floor/area, room, component, etc.); 4.33.3.6.3.4. Photographic evidence;

4.33.3.6.3.5. Invasive and non-invasive tests conducted and results (where applicable); 4.33.3.6.3.6. Recommendations;

4.33.3.6.3.7. Conclusions.

4.33.3.6.4. Component Cost Estimates, including Activity Schedules for the critical areas of attention. Includes those components requiring repairs, refurbishment, replacement or renovations according to the findings from the CCA;

4.33.3.6.5. Component Maintenance Management Plan including lifecycle costing;

4.33.3.6.6. Component File comprising all the information gathered. The data should be summarised in a Component Condition Index (CCI) that provides an objective benchmark against which DPWI can monitor changes over time.

4.33.3.7. The service provider will be expected to submit the CCA and make a presentation to DPWI's steering committee chaired by the Head of Facilities Management through the Project Leader. The CCA shall form a basis for a baseline maintenance plan.

4.33.3.8. The CCA submitted by the service provider will be assessed and approved by a Department of Public Works and Infrastructure's steering committee. The committee, chaired by the Head of Facilities Management or their delegate will determine and grant the service

provider reasonable time frames to improve on the condition of assets or items listed by the Service Provider.

4.33.3.9. In order to reduce costs, initial condition assessments shall simultaneously take place with the servicing.

4.33.3.10. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for failure to submit a **Condition Assessment Report** not later than three (3) months after the site handover.

Price within the pricing schedule for all costs associated with:

4.33.3.11. Component Condition Assessment…….(Sum) [To Pricing Schedule]

4.33.4. Fire Incident Management Protocol

4.33.5. A service provider **must allow costs for** and is required to prepare, review, and maintain a detailed and comprehensive incident management protocol for each facility. The incident management protocol should be in place within a period of one (1) month after the date of appointment of the SP and must include the following:

4.33.5.1. Identify triggers, alert levels, response time required, required actions, roles and responsibilities and communication platforms;

4.33.5.2. Responses to risks identified in risk assessment;

4.33.5.3. Include requirements for the fire department notices;

4.33.5.4. Development of an incident register for components, subcomponents and call centre (if applicable);

4.33.5.5. Development of emergency incident contact details chart;

4.33.5.6. Procedures for accidental discharge of the system and evacuation procedures;

4.33.5.7. Procedures to deal with mop-up operations;

4.33.5.8. Clear communication protocols between all the stakeholders comprising the End User, Service Provider and its Technicians, local municipality / district municipality Fire Department and the Department of Public Works and Infrastructure;

4.33.5.9. A plan including risk assessment of the fire protection system (components / subcomponents as applicable) and implementation of risk assessment findings;

4.33.5.10. In facilities where an incident management protocol is already in place, the service provider will be responsible for annual amendments and updates where necessary.

4.33.5.11. Incident Management Protocol for instance, shall include the removal of a defective unit, marking or tagging with information about the defect, placing in a designated location / removing from site until repair and / or recharging is performed. A back-up extinguisher shall be put in place until such repair / recharge is completed.

4.33.5.12. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for **failure to implement Incident Management Protocols**.

Price within the pricing schedule for all costs associated with:

4.33.5.13. Incident Management Protocol(s)…….(Sum) [To Pricing Schedule]

4.33.6. Condition-Based Maintenance (CBM) Material

4.33.6.1. CBM is part of predictive maintenance and assesses the actual condition of the assets via inspections, testing and monitoring to determine maintenance to be done before failure;

4.33.6.2. A Component Condition Assessment (CCA) / Condition Assessment reports of components should be accompanied by detailed cost analyses for conversion to quotations and must

be used to determine and implement CBM based on approval;

4.33.6.3. Implementation of CBM reduces corrective maintenance (breakdowns) – it is therefore expected that equipment failures / breakdowns during the contract will be minimised to 10% - 30% of the total maintenance;

4.33.6.4. Telemetry equipment, equipment sensors, visual inspections, non-invasive measurements / testing, etc., provide condition data to determine maintenance to mission critical and non-mission critical assets in order of priority. Minor works improvements providing a benefit by reducing maintenance and operating costs, providing early warning systems, reducing energy, increasing plant operational and water efficiency, etc., should be motivated for installation on a cost benefit analysis scale for possible approval by DPWI through the Project Leader;

4.33.6.5. All CBM identified at the beginning of the contract must be completed no later than six (6) months and invoiced within eight (8) months after the date of appointment of the SP. This indicates the bulk of the funds will be spent during the first year to bring all the components / subcomponents to a good or very good condition while the remaining period shall focus mainly on servicing;

4.33.6.6. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate **CBM** by providing **material** inclusive of profit and attendance as part of detailed invoice claims, providing copies of suppliers purchase invoice as follows;

FIRE SUPPRESSION: SUPPLY & INSTALLATION

4.33.6.7. Hand-held Fire Extinguishers: Supply

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Hand-held Fire Extinguishers** with new, including all material and labour, removal of old units and safe disposal in priced rates for different types as per the below figure. Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS) as follows:

12.1.5.7.S1. SANS 1107: 2015
12.1.5.7.S2. SANS 1091: 2009
12.1.5.7.S3. SANS 1107: 2015
12.1.5.7.S4. SANS 1151
12.1.5.7.S5. SANS 1186-1
12.1.5.7.S6. SANS 1475-1
12.1.5.7.S7. SANS 1475-2
12.1.5.7. S8. SANS 1522: 2004
12.1.5.7. S9. SANS 1567: 2014
12.1.5.7. S10. SANS 1910

12.1.5.7. S11. SANS 6172
12.1.5.7. S12. SANS 7253
12.1.5.7. S13. SANS 10105-1
12.1.5.7. S14. SANS 10400: T
12.1.5.7. S15. SANS 11601

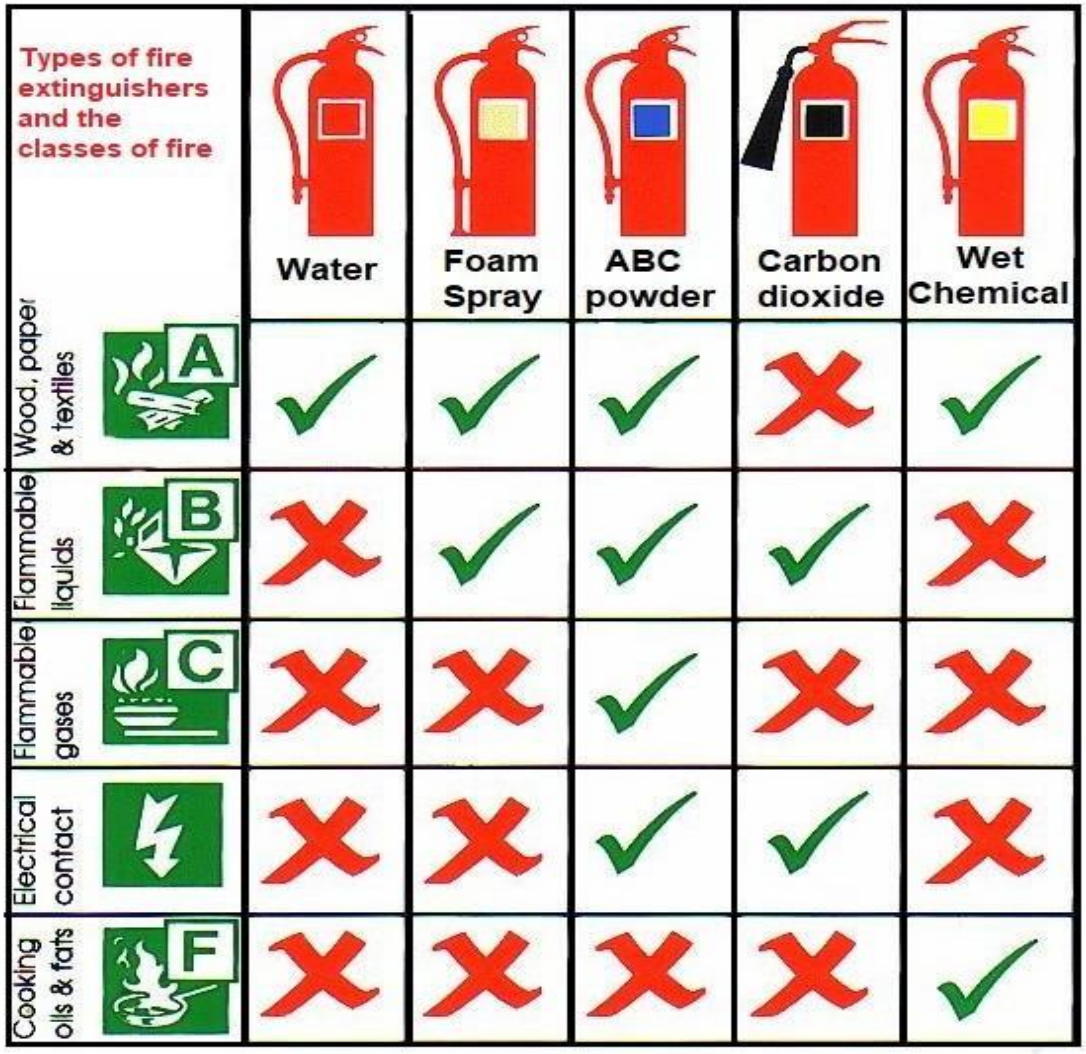


Figure 3: Types of Fire Extinguishers and Classes of Fire

4.33.6.7.1. The supply, installation and commissioning of new Hand-held Dry Chemical Powder (DCP) units for class A, B and C fires estimated as follows:

4.33.6.7.1.1. **Hand-held DCP Units: Supply**……(No) **[To Pricing Schedule]**

4.33.6.7.2. The supply, installation and commissioning of new Hand-held Carbon Dioxide (CO_2) units for class B and Electrical contact fires estimated as follows:

4.33.6.7.2.1. **Hand-held CO_2 Units: Supply**……..…..……(No) **[To Pricing Schedule]**

4.33.6.7.3. The supply, installation and commissioning of new Aqua Film Forming (AFF) Foam units for class A and B fires estimated as follows:

4.33.6.7.3.1. Hand-held AFF Foam Units: Supply……..…..(No) [To Pricing Schedule]

4.33.6.7.4. The supply, installation and commissioning of new Water Fire Extinguisher units for class A fires estimated as follows:

4.33.6.7.4.1. **Hand-held Water Units: Supply**……..…….(No) **[To Pricing Schedule]**

4.33.6.7.5. The supply, installation and commissioning of new Wet Chemical Extinguisher units for class F fires estimated as follows:

4.33.6.7.5.1. Hand-held Wet Chemical Units: Supply…….(No) [To Pricing Schedule]

4.33.6.7.6. The supply, replacement and installation of items and spare parts for hand-held units and mounting of hand-held units as follows:

4.33.6.7.6.1. Hand-held Units Spare Parts and Miscellaneous..(No) [To Pricing Schedule]

4.33.6.8. **Fire Hose Reels (FHR): Supply**

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Fire Hose Reels** with new, including all material and labour, removal of old units and safe disposal in priced rates for components / subcomponents. Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS) as follows:

12.1.5.8. S1. SANS 543:2015
12.1.5.8. S2. SANS 1128-1
12.1.5.8. S3. SANS 1186:1
12.1.5.8. S4. SANS 1475-2: 2010
12.1.5.8. S5. SANS 10105-2: 2010
12.1.5.8. S6. SANS 10252-1
12.1.5.8. S7. SANS 10400: T
12.1.5.8. S8. SANS 10400: W

4.33.6.8.1. The supply, installation and commissioning of new Fire Hose Reels (FHR) estimated as follows:

4.33.6.8.1.1. Fire Hose Reels (FHR) Complete: Supply……(No) [To Pricing Schedule]

4.33.6.8.2. The supply, installation and commissioning of new FHR subcomponents estimated as follows:

4.33.6.8.2.1. **FHR subcomponents**……(No) **[To Pricing Schedule]**

4.33.6.9. Fire Hydrants (FH): Supply

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Fire Hydrants** with new, including all material and labour, removal of old units and safe disposal in priced rates for components / subcomponents. Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS) as follows:

12.1.5.9. S1. SANS 10105-2: 2010

12.1.5.9. S2. SANS 1128-1
12.1.5.9. S3. SANS 1475-2: 2010
12.1.5.9. S4. SANS 10252-1
12.1.5.9. S5. SANS 10400: T
12.1.5.9. S6. SANS 10400: W

4.33.6.9.1. The supply, installation and commissioning of new Fire Hydrants estimated as follows:
4.33.6.9.1.1. **Fire Hydrants (FH): Supply** ……..……(No) **[To Pricing Schedule]**

4.33.6.9.2. The supply, installation and commissioning of new Fire Hydrants' System subcomponents estimated as follows:
4.33.6.9.2.1. **Fire Hydrants subcomponents**……..(No) **[To Pricing Schedule]**

4.33.6.10. Fire Sprinkler System (FSS): Supply Subcomponents

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Fire Sprinkler subcomponents** with new, including all material and competent labour (Valid ASIB Competency Certificate), removal of old units and safe disposal in priced rates for subcomponents. Sprinkler heads must be replaced with the similar design and fire temperature ratings from the spare head cabinet (where existing) and the cabinet should be refilled. Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS) as follows:

12.1.5.10. S1. SANS 1025
12.1.5.10. S2. SANS 10400: T
12.1.5.10. S3. SANS 10400: W

4.33.6.10.1. The supply, installation and commissioning of new Fire Sprinkler subcomponents estimated as follows:
4.33.6.10.1.1. Fire Sprinkler System subcomponents…..…(No) [To Pricing Schedule]

4.33.6.11. **Fire Protection System Subcomponents: Valves, Pipes, Fittings and Miscellaneous - Supply**

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Fire Protection System Subcomponents comprising valves, pipes, fittings and miscellaneous** with new, including all sundry expenses and competent labour, removal of old units and safe disposal in priced rates for subcomponents. Components must be replaced with the similar or improved compatible specification(s). Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS).

4.33.6.11.1. The supply, installation and commissioning of new Fire Protection System subcomponents estimated as follows:
4.33.6.11.1.1. Fire Protection System subcomponents…..…(No) [To Pricing Schedule]

4.33.6.12. **Fixed Gas Suppression Systems / Agents: Supply**

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Fixed Gas Suppression System / Agents** with new, including all material and labour, refurbishment of old units and safe disposal of obsolete components in priced rates for components / subcomponents. Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS) as follows:

12.1.5.11. S1. SANS 306
12.1.5.11. S2. SANS 1151
12.1.5.11. S3. SANS 10400: T
12.1.5.11. S4. SANS 10400: W

4.33.6.12.1. The supply, installation and commissioning of new Fire Gas Suppression Agent estimated as follows:

4.33.6.12.1.1. **Fixed Gas Suppression Agent**……..…(Provisional) **[To Pricing Schedule]**

4.33.6.12.2. The supply, installation and commissioning of new Fire Gas Suppression System Subcomponents estimated as follows:

4.33.6.12.2.1. Fixed Gas Suppression System subcomponents…(No)[To Pricing Schedule]

FIRE DETECTION: SUPPLY AND INSTALLATION

4.33.6.13. Fire Detectors: Supply

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Fire Detectors** with new, including all material and labour, refurbishment of old units and safe disposal of obsolete components in priced rates for components / subcomponents. Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all Fire Hydrants installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS) as follows:

12.1.5.12. S1. SANS 322
12.1.5.12. S2. SANS 10139
12.1.5.12. S3. SANS 10400: T
12.1.5.12. S4. SANS 10400: W

4.33.6.13.1. The supply, installation and commissioning of new Fire Detectors estimated as follows:

4.33.6.13.1.1. **Fire Detectors**……..……(Prov.) **[To Pricing Schedule]**

4.33.6.14. Fire Detection System Subcomponents: Manual call points, Fire Alarm Control Panels, Primary and Secondary Power Supplies and Miscellaneous - Supply

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Fire Detection System Subcomponents comprising Manual call points, Fire Alarm Control Panels, Primary and Secondary Power Supplies and Miscellaneous** with new, including all sundry expenses and competent labour, removal of old units and safe disposal in priced rates for subcomponents. Components must be replaced with the similar or improved compatible specification(s). Transport shall be priced separately as per the tendered rates. The Service Provider

shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS).

4.33.6.14.1. The supply, installation and commissioning of new Fire Detection System Subcomponents estimated as follows:

4.33.6.14.1.1. **Fire Detection System subcomponents.....**(No)**[To Pricing Schedule]**

4.33.6.15. **Symbolic Safety Signs: Supply**

12.1.5.13. A. **General requirements: symbolic safety signs**

Except in the case of decals (sticky labels / signs), the backing sheet for a standard, retro-reflective or photoluminescent sign shall be made of one of the following materials, as required:

i. An aluminium sheet, of thickness not less than 0,90 mm in the case of sheets of size not exceeding 440 mm × 440 mm, and not less than 1,0 mm in the case of sheets of size 880 mm × 880 mm;

ii. An acceptable plastics material that is water and oil resistant, of thickness not less than 0,9 mm and insensitive to thermal distortion at the highest environmental temperatures likely to be encountered.

iii. As a recommendation, safety signs shall be made of Acrylonitrile Butadiene Styrene **(ABS)**, which is a common thermoplastic polymer or Chromadek as specified.

12.1.5.13. B. Pricing and Compliance: Symbolic Safety Signs

The Service Provider **must allow costs** for the condition-based supply and replacement / installation of the faulty / unsafe **Symbolic Safety Signs** with new, <u>including all material and labour,</u> refurbishment of old units and safe disposal of obsolete components in priced rates for components / subcomponents. Transport shall be priced separately as per the tendered rates. The Service Provider shall ensure all components / subcomponents installed in a building comply with the requirements of the relevant local by-laws and South African National Standards (SANS) as follows:

12.1.5.13. S1. SANS 322

12.1.5.13. S2. SANS 10139

12.1.5.13.S3. SANS 10400: T

12.1.5.13.S4. SANS 10400: W

4.33.6.15.1. The supply, installation and commissioning of new General Information (GA), phosphorescent (glow in the dark), reflective on ABS Symbolic Safety Sign estimated as follows:

4.33.6.15.1.1. General Information Symbolic Safety Signs….(No) [To Pricing Schedule]

4.33.6.15.2. The supply, installation and commissioning of new Symbolic Safety Sign on appropriate material estimated as follows:

4.33.6.15.2.1. **Warning Safety Signs**……...(No) **[To Pricing Schedule]**

4.33.6.15.2.2. **Prohibitory Safety Signs**…….……...(No) **[To Pricing Schedule]**

4.33.6.15.2.3. **Mandatory Safety Signs**……...…..……...(No) **[To Pricing Schedule]**

4.33.6.15.2.4. **Fire Fighting Safety Sign**……..……...(No) **[To Pricing Schedule]**

4.33.6.15.3. The supply, installation and commissioning of new Aluminium Framed Double Sided

Safety Signs estimated as follows:

4.33.6.15.3.1. **Framed Wall Mounted Brackets**….....(No) **[To Pricing Schedule]**

4.33.6.15.3.2. **Framed Chain Ceiling Hanging**….....(No) **[To Pricing Schedule]**

BUILDING & GENERAL WORK

4.33.7. **Building Work General Scope**

The plant rooms and containers in which plant is accommodated shall be maintained in a clean & serviceable condition. The requirements for plant room and environs maintenance are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

4.33.8. Painting & Surface Coatings: Buildings

4.33.8.1. Scope of Painting and Surface Coatings

4.33.8.1.1. Where instructed, plant room **/** built-in fire equipment cupboard and cubicles, walls, floor and timber structures shall be refinished using approved proprietary products. The finish shall provide full cover and consistent colour. Surface coatings shall be applied complete with appropriate primer, undercoat and finishing coats all in accordance with the manufacturer's specifications.

4.33.8.1.2. Surfaces shall be prepared by filling minor cracks & imperfections, removing all loose paint and dust, washing with detergent and rinsing in accordance with the coating manufacturer's specifications. Coatings shall be applied in accordance with the coating manufacturer's specifications.

4.33.8.2. Particulars of Painting and Surface Coatings

4.33.8.2.1. Preparation of Surface as specified;

4.33.8.2.1.1. On new plaster and filler : Alkali resistant primer : 1 coat

4.33.8.2.1.2. On steel window frames: Self-etch metal primer : 1 coat

4.33.8.2.1.3. Undercoat Universal white : 1 coat

4.33.8.2.2. Finishing coats on the following surfaces

4.33.8.2.2.1. Walls (plaster): Pure acrylic paint min 2 coats.

4.33.8.2.2.2. Floor screed: Four component self-levelling solvent free seamless epoxy coating, 3mm thickness.

4.33.8.2.2.3. Floor screed: Standard epoxy coating single or two part without self-levelling properties.

4.33.8.2.2.4. Steel window frames : Enamel gloss min 2 coats

4.33.8.2.2.5. Varnished timber: Sand to remove all loose & deteriorated varnish. Apply timber re-conditioner & wash prior to applying four coats of UV resistant varnish.

4.33.8.3. Measurement

4.33.8.3.1. Area covered for complete coating system including preparation, primer undercoat and finishing coats. Plaster & screed repairs excluded. Timber structures shall include

doors & window frames

INTERVAL-BASED MAINTENANCE (SERVING)

4.33.9. SERVICING OF FIRE PROTECTION SYSTEMS: GENERAL APPROACH

4.33.9.1. The fire protection systems components / subcomponents shall be serviced annually and semi-annually where specified;

Frequency / Interval	Service
Annual	Servicing of fire protection systems

4.33.9.2. The servicing for each component / subcomponent shall be inclusive of all labour, supplies, materials, equipment **and Transport** required to complete the service. Tenderers are referred to the attached list of sites and quantities per site or area. Should the tenderer deem it necessary to sleepover, all accommodation costs will be deemed to be included in the servicing of equipment and no additional accommodation cost will be payable;

4.33.9.3. The Service Provider responsible for the servicing of fire protection equipment must retain a record of the annual servicing, inspection and maintenance dates for each component for at least 1 year service history;

4.33.9.4. In addition to the required tags and labels, it is required a permanent record must be kept for each component / subcomponent in the building that indicates at least the following, as applicable:

4.33.9.4.1. Type of component / subcomponent (E.g. extinguisher);

4.33.9.4.2. Date of component / subcomponent manufacture;

4.33.9.4.3. The date of previous service;

4.33.9.4.4. Initials and last name of a person who serviced / recharged the extinguisher.

4.33.9.5. Service labels must be completed and fitted upon completion of service, fixed on the equipment and shall indicate at least the following information:

4.33.9.5.1. Name, physical address and contact number of the organisation doing the service;

4.33.9.5.2. Date of service and the next service due;

4.33.9.5.3. Pressure at the time of service;

4.33.9.5.4. Service label shall be fixed, one on the front of the component (In case of the fire hose reels, the other labels shall be visible when the fire hose reel is fully unwound).

4.33.10. SERVICING OF FIRE EXTINGUISHERS

4.33.10.1. Portable fire extinguishers shall be maintained in a fully charged and operational condition and kept in their designated places at all times except during use. An updated certification sticker from an accredited firm shall be pasted after each and every service.

4.33.10.2. Fire extinguishers should be **serviced annually** according to the following guidelines:

4.33.10.2.1. Powder used for refilling fire extinguishers must comply with SANS 1522;

4.33.10.2.2. Check the hose and nozzle for cracks, blockages, or any other physical damage;

4.33.10.2.3. Check the extinguisher shell for corrosion, dents, or any other damage;

4.33.10.2.4. Weigh extinguisher and check against full weight on instruction label. If extinguisher is

over/underweight, take necessary steps to ensure compliance;

4.33.10.2.5. Seals and tamper indicators are not broken or missing;

4.33.10.2.6. Pressure-gauge readings or indicators are in the operable ranges;

4.33.10.2.7. Service labels must be initialled and dated.

4.33.10.3. **Hydrostatic testing** should be done at least every 10 years:

4.33.10.3.1. All portable fire extinguishers will be hydrostatically tested at regular intervals.

4.33.10.3.2. Inspect any corrosion or physical damage.

4.33.10.4. Perform an annual servicing & maintenance of the Fire Extinguishers as follows:

4.33.10.4.1. **Hand-held DCP Units (Servicing)**……(No) **[To Pricing Schedule]**

4.33.10.4.2. **Hand-held CO_2 Units (Servicing)**……..…..…(No) **[To Pricing Schedule]**

4.33.10.4.3. **Hand-held AFF Foam Units (Servicing)**…..……..(No) **[To Pricing Schedule]**

4.33.10.4.4. **Hand-held Water Units (Servicing)**…..…..…..…..(No) **[To Pricing Schedule]**

4.33.10.4.5. **Hand-held Wet Chemical Units (Servicing)**.....(No) **[To Pricing Schedule]**

4.33.11. SERVICING OF FIRE HOSE REELS (FHR) COMPLETE

4.33.11.1. Fire Hose Reels should be **serviced annually** in accordance with **SANS 1475** and in addition comply with the maintenance control schedule as attached;

4.33.11.2. Perform an annual servicing & maintenance of the FHR as follows:

4.33.11.2.1. **Fire Hose Reels (Servicing)** ……..…..(No) **[To Pricing Schedule]**

4.33.12. SERVICING OF FIRE HYDRANTS (FH)

4.33.12.1. Fire Hydrants should be **serviced annually** in accordance with **SANS 1475** and in addition comply with the maintenance control schedule as attached;;

4.33.12.2. Perform an annual servicing & maintenance of the Fire Hydrants as follows:

4.33.12.2.1. **Fire Hydrants (FH) (Servicing)**……..……(No) **[To Pricing Schedule]**

4.33.13. SERVICING OF FIRE SPRINKLER SYSTEM (FSS)

4.33.13.1. Fire Sprinkler Systems should be **serviced annually** in accordance with **ASIB** and in addition comply with the maintenance control schedule as attached;;

4.33.13.2. Perform an annual servicing & maintenance of the Fire Sprinkler System as follows:

4.33.13.2.1. **Fire Sprinkler System (FSS) (Servicing)** ……..……(No) **[To Pricing Schedule]**

4.33.14. SERVICING OF JOCKEY / ELECTRIC FIRE PUMPS (JFP)

4.33.14.1. Jockey / Electric Fire Pumps should be **serviced annually** and must comply with SANS 10400-W;

4.33.14.2. Perform an annual servicing & maintenance of the Jockey / Electric Fire Pump as follows:

4.33.14.2.1. **Jockey / Electric Fire Pump (Servicing)** …..……(Prov.) **[To Pricing Schedule]**

4.33.15. SERVICING OF DIESEL FIRE PUMPS (DFP)

4.33.15.1. Diesel Fire Pumps should be **serviced semi-annually** and must comply with SANS 10400-W. The Service Provider must ensure adequate training and certification of EPWP beneficiaries to perform weekly / monthly routine inspections and tests.

4.33.15.2. Perform a semi-annual servicing & maintenance of the Diesel Fire Pump as follows:

4.33.15.2.1. **Diesel Fire Pumps (Servicing)** ……(Prov.) **[To Pricing Schedule]**

4.33.16. SERVICING OF FIRE SUPPRESSION AGENTS (FSA) / SYSTEMS (SPECIAL PROTECTION SYSTEMS)

4.33.16.1. Fire suppression agents comprising of various systems as installed, including but not limited to the Inert gaseous, Halocarbon gaseous, Water mist and Aerosol Generator, should as a minimum be, **inspected and based on need, serviced semi-annually by replacing faulty components** and such agents must comply with SANS 306 and SANS 1151. The Service Provider must take all necessary steps to avoid false / accidental discharge of fire suppression agents by taking precautions, training the End Users on the fire safety protocols and making recommendations to the Service Manager for optimising the effectiveness of the installed system. The Service Provider must ensure adequate training and certification of EPWP beneficiaries to perform weekly / monthly routine inspections and tests.

4.33.16.2. Perform a semi-annual inspection & maintenance of the Fire Suppression Agents / Systems as follows:

4.33.16.2.1. **Fire Suppression Agents/ Systems (Servicing)**...(Prov.)**[To Pricing Schedule]**

4.33.17. SERVICING OF FIRE DETECTION SYSTEMS (FDS)

4.33.17.1. The Fire Detection System comprises of the Fire Alarm System (Fire Alarm control panel, primary power supply, secondary power supply and manual fire alarm boxes – pull stations), Fire Detection Devices (Heat, smoke and flame detectors), the fire signage, the emergency exits and fire doors.

4.33.17.2. Fire Protections Systems shall be maintained in a fully operational condition and shall comply with SANS 10139 and SANS 322.

4.33.17.3. The Inspection / Testing / Servicing / Maintenance of the Fire Detection System MUST coincide with the maintenance of the Fire Suppression System to reduce maintenance costs, ensure systems operate in synergy and reduce service interruptions / inconvenience to the End User.

4.33.17.4. Test notification of fire detection systems:

4.33.17.4.1. The Service Provider MUST consult, notify and make arrangements with all the affected parties receiving remote alarms in advance prior to, during and after the testing of fire alarm systems comprising of, but not limited to, the Service Manager (DPWI Representative), the End User's Security Manager/ Security Company and the End User Maintenance Official. Some Fire Protection Systems are integrated with security systems and therefore require a coordinated maintenance approach;

4.33.17.4.2. No alarms should be sounded before the notification has been issued;

4.33.17.4.3. Any external systems that are integrated to the fire detection system, such as gas-based

fire extinguishing systems, air-conditioning systems, elevators or lifts, should be temporarily disabled while testing is in progress, unless it is the intention to test the external systems as well;

4.33.17.5. Extra Care must be taken when testing special protection systems / gas-based fire suppression / extinguishing systems to avoid their accidental discharge. The Service Provider shall be held responsible for refilling of accidental discharge of equipment due to testing!

4.33.17.6. Transport costs shall therefore not be separately claimed/ reimbursed for the maintenance of the Fire Detection System except in exceptional cases, not limited to but including, an emergency response / replacement of a faulty component / subcomponent to ensure the safeguarding of health and safety of employees / public and the protection of state assets.

4.33.17.7. Fire control panels automatically check the status of devices including the system wiring connected to it, wherein detected faults are reported on the panel, including the possible location of the fault. In some cases the fault is transitory / temporary and is self-corrective, e.g., in the case of a power failure / load shedding. Other faults need to be rectified as promptly as possible.

4.33.17.8. The appointed Service Provider must maintain records and sure line diagrams are place on walls in laminated paper / similar durable material indicating how the fire system is configured. The system specification is essential for the system to be tested and verified during servicing. Whenever changes are made to the system, the specification must be updated.

4.33.17.9. Log books for Fire Detection Systems:

4.33.17.9.1. The Service Provider must ensure every control panel has a log book associated with the installation to record events related to the fire protection system. The following information should be recorded in the log book:

4.33.17.9.2. A description of each event, with the name of the person on duty at the time;

4.33.17.9.3. Dates and times of all alarms (whatever the cause – if the cause is not known then this should be stated), the points activated and their location, and any actions taken should also be recorded;

4.33.17.9.4. Dates and times of faults, and details of corrective actions taken;

4.33.17.9.5. Dates and times of system tests;

4.33.17.9.6. Dates and times servicing or repairs, whether routine or corrective, with details; 4.33.17.9.7. Dates and times of disablement of any part of the system, and restoration to normal; 4.33.17.9.8. Details of any major changes or upgrades to the system and notes on outstanding work.

4.33.17.9.9. When not in use the system logbook should be stored in a safe, preferably fireproof place as identified in agreement with the End User / DPWI Representative on site.

4.33.17.10. Fire Detection Systems (FDS) should be **serviced semi-annually** in accordance with the OEM specifications and the Maintenance Control Schedules. The Service Provider must ensure adequate training and certification of EPWP beneficiaries to perform weekly / monthly routine inspections and tests.

4.33.17.11. Perform a semi-annual servicing & maintenance of the Fire Detection System as follows:

4.33.17.11.1. **Fire Detection Devices (Servicing)**……..(Prov.) **[To Pricing Schedule]**

4.33.17.11.2. **Fire Alarm Systems (Servicing)**……...…(Prov.) **[To Pricing Schedule]**

4.33.17.11.3. **Log books (Fire Detection System)**……..…(Prov.) **[To Pricing Schedule]**

CORRECTIVE MAINTENANCE (EMERGENCY BREAKDOWN / FAILURES)

CORRECTIVE MAINTENANCE (CM) – FIRE PROTECTION SYSTEMS: GENERAL APPROACH

4.33.18. **CORRECTIVE MAINTENANCE (CM) IS REACTIVE IN NATURE AND COMPRISES MAINTENANCE NOT COVERED UNDER PREVENTATIVE MAINTENANCE (CONDITIONED-BASED AND INTERVAL-BASED MAINTENANCE);**

4.33.19. **A RUN-TO-FAILURE (RTF) STRATEGY SOMETIMES TRIGGERS AN EMERGENCY BREAKDOWN RESPONSE. FOR THE PURPOSE OF THIS CONTRACT, A TRIGGER FOR AN EMERGENCY BREAKDOWN SHALL INCLUDE, BUT NOT LIMITED TO:**

4.33.19.1. **FIRE INCIDENTS / FIRE RISK;**

4.33.19.2. **DISCHARGED FIRE EXTINGUISHERS / SPECIALISED PROTECTION EQUIPMENT (WILFUL / CARELESS DISCHARGE OF FIRE EXTINGUISHERS SHALL BE RECTIFIED BY THE RESPONSIBLE PARTY USING OWN RESOURCES);**

4.33.19.3. **ANY EMERGENCY SITUATION RELATED TO THE FIRE PROTECTION SYSTEM POSING A FIRE RISK TO THE HEALTH AND SAFETY OF OCCUPANTS AND THE SAFETY OF THE BUILDING;**

4.33.19.4. **ANY OTHER INCIDENTS / SITUATIONS BASED ON THE ASSESSMENT OF THE SERVICE PROVIDER / SERVICE MANAGER (OR DPWI REPRESENTATIVE, E.G. OHS OFFICER, THE REPRESENTATIVE OF THE DEPARTMENT OF EMPLOYMENT & LABOUR, END USER) ARE LIKELY TO CAUSE HARM, INJURY OR FATALITY RELATED TO THE OPERATION OF THIS CONTRACT, POST WHICH A DETAILED REPORT OF SUCH AN INCIDENT SHALL BE SUBMITTED BY THE SERVICE PROVIDER, INCLUDING PICTORIAL EVIDENCE TO THE DPWI.**

4.33.20. **COMPONENTS / SUBCOMPONENTS THAT HAVE FAILED AS A RESULT OF AND RTF INCLUDING, BUT NOT LIMITED TO FIRE DETECTION DEVICES AND ARE DISCOVERED DURING A CONDITION ASSESSMENT (INSPECTION, TESTING OR MONITORING) OR DURING SERVICING / MAINTENANCE SHALL BE REPLACED AS PART OF PREVENTATIVE MAINTENANCE. THE SERVICE PROVIDE SHALL WHILE ON SITE URGENTLY OBTAIN A WRITTEN APPROVAL (IN THE FORM OF A MEMO, SMS OR WHATSAPP MESSAGE OR ANY PRACTICAL AND RECORDABLE FORMAT) OF THE SERVICE MANAGER TO REPLACE SUCH COMPONENTS / SUBCOMPONENTS.**

4.33.21. **SCHEDULED RATES OF COMPONENTS APPEARING UNDER PREVENTATIVE MAINTENANCE SHALL BE UTILISED WHERE SIMILAR COMPONENTS ARE REPLACED AND THE SERVICE PROVIDER WAS ALREADY ON SITE.**

4.33.22. **ALL BREAKDOWNS MUST HAVE AN INCIDENT / REFERENCE NUMBER REGISTERED WITH THE NATIONAL CALL CENTRE OF DPWI.**

4.33.23. **REPLACED FAULTY COMPONENTS SHALL FURTHER BE REFERENCED ON QUOTATIONS AND INVOICES VIA A UNIQUE SERIAL NUMBER AND/ OR COMPONENT IDENTIFICATION NUMBER (CIN).**

4.33.24. **IN A WELL-MANAGED PREVENTATIVE MAINTENANCE (PM) CONTRACT, CORRECTIVE MAINTENANCE (CM) SHOULD BE BETWEEN A 5 – 15% THRESHOLD EXPENDITURE OF THE ENTIRE CONTRACT. IT THEREFORE A CONDITION OF THIS CONTRACT THAT CORRECTIVE MAINTENANCE SHOULD NOT EXCEED A 20% THRESHOLD, FAILING WHICH PENALTIES SHALL BE LEVIED AGAINST THE SERVICE PROVIDER FOR POOR CONTRACT MANAGEMENT.**

4.33.25. **MAXIMUM MAINTENANCE DOWN-TIME (RESPONSE) ON EMERGENCY CORRECTIVE MAINTENANCE:-**

4.33.25.1. **THE SERVICE PROVIDER SHALL BE EXPECTED TO MINIMISE THE MAINTENANCE DOWN-TIME ON** CM **UNTIL THE SYSTEM COMPONENT IS FULLY OPERATIONAL TO THE SATISFACTION OF THE SERVICE MANAGER. SHOULD THE SERVICE PROVIDER NOT RESPOND WITHIN THE MAXIMUM DOWN-TIME AS BELOW, THE SERVICE MANAGER MAY ARRANGE, AT THE COST OF THE SERVICE PROVIDER, FOR THE NECESSARY REPAIR WORK TO BE DONE BY OTHERS AND** PENALTIES **SHALL BE LEVIED:**

Table 3: Response times on Fatal / Emergency Breakdown

Item	Priority level	Maximum down-time allowed	Penalties for non-performance per day
T3.1.	Fatal breakdown where specified	3 hours (immediate response)	R 2 500.00
T3.2.	Emergency Breakdown	24 hours	R 1 500.00
T3.3.	Ordinary breakdown	7 days	R 1 000.00
T3.4.	Quoted work	3 days from quote request	R 1 000.00
T3.5.	Quoted work	Failure to adhere to agreed program	R 1 000.00

CORRECTIVE MAINTENANCE MATERIAL: FIRE PROTECTION SYSTEMS

4.33.26. **IT IS EXPECTED THAT THE APPOINTED SERVICE PROVIDER WILL PURCHASE COMMON MATERIAL / SPARES IN BULK IN ORDER TO REDUCE EMERGENCY MAINTENANCE DOWNTIME AND OPERATING COSTS;**

4.33.27. **BULK MATERIAL FROM STORAGE MUST BE SABS COMPLIANT, BE FIT FOR PURPOSE, FREE FROM DEFECTS AND CARRY A WARRANTY AND GUARANTEE (AS APPLICABLE) SIMILAR TO NEWLY PURCHASED MATERIAL;**

4.33.28. **THE SERVICE PROVIDER IS EXPECTED TO PROVIDE PROOF OF PURCHASE OF NON-SCHEDULED MATERIAL (MATERIAL NOT QUOTED IN THE CONTRACT) FROM REPUTABLE SUPPLIERS (COPY OF PURCHASE INVOICE), INCLUDING PASSING OF RECEIVED DISCOUNTS TO THE STATE;**

4.33.29. **THE COST OF MATERIAL SHALL BE ESCALATED IN LINE WITH THE ESCALATION RATE OFFERED BY THE SERVICE PROVIDER DURING THE TENDER PROCESS;**

4.33.30. **IN EXCEPTIONAL CIRCUMSTANCES WHEREIN THE SERVICE PROVIDER (SP) HAS USED MATERIAL FROM OWN STORES AND THERE IS NO PROOF OF PURCHASE, THE SP SHALL OBTAIN AND PROVIDE FROM REPUTABLE SUPPLIERS TO DPWI, THREE (3) COPIES OF QUOTATIONS OF THE MATERIAL UTILISED;**

4.33.31. **THE SERVICE PROVIDER** MUST ALLOW COSTS FOR **AND IS RESPONSIBLE FOR THE SUPPLY, DELIVERY TO SITE, COMMISSIONING AND INSTALLATION OF ALL** CM **MATERIAL, SPARE PARTS, SUBCOMPONENTS AND APPURTENANCES NECESSARY FOR THE COMPLETE MAINTENANCE OF EACH INSTALLATION AND AS PART OF DETAILED INVOICE CLAIMS, PROVIDE COPIES OF SUPPLIERS PURCHASE INVOICE AS FOLLOWS;**

4.33.31.1. Corrective Maintenance (CM) Material……(Prov.) [To Pricing Schedule]

4.33.31.2. **Profit on CM Material**…….....… (%) **[To Pricing Schedule]**

CORRECTIVE MAINTENANCE EQUIPMENT: FIRE PROTECTION SYSTEMS

4.33.32. *THE SERVICE PROVIDER MUST ALLOW COSTS FOR AND IS RESPONSIBLE TO EXECUTE AND / OR FACILITATE CORRECTIVE MAINTENANCE (CM), BY PROVIDING SPECIALISED EQUIPMENT HIRE AND TOOLS EXCEPT WHERE OTHERWISE PROVIDED. THE SERVICE PROVIDER SHALL PROVIDE A COMPARATIVE QUOTATION FROM REPUTABLE EQUIPMENT HIRING COMPANIES WHERE EQUIPMENT IS OWNED BY THEIR FIRM / COMPANY – CLAIMS SHALL ONLY BE RESTRICTED TO EQUIPMENT HIRE ONLY. A DETAILED INVOICE FOR EQUIPMENT HIRE INCLUSIVE OF ATTENDANCE FOR MAINTENANCE (PROFIT) / OWNERSHIP USE MUST BE SUBMITTED WITH A HIRE COMPANY INVOICE / COMPARATIVE QUOTATION AS FOLLOWS:*

4.33.32.1. **Specialised Equipment Hire for CM**……..…(Prov.) **[To Pricing Schedule]**

4.33.32.2. Profit on Specialised Equipment Hire (CM)…… (%) [To Pricing Schedule]

CORRECTIVE MAINTENANCE (CM) LABOUR: FIRE PROTECTION SYSTEMS

4.33.33. The Service Provider must endeavour to reduce and avoid occurrence of Emergency breakdowns and ensure false alarms are identified before attending to an emergency / deemed emergency. On average, no more than two (2) emergency breakdowns per site, per annum should occur with preventative (condition-based and interval / routine) maintenance in place. It is therefore estimated an average of **6hrs/ per employee / per site/ per annum** (limited to three (3) employees) shall be consumed as corrective maintenance labour.

4.33.34. The Service Provider **must allow costs for** and is responsible to provide **labour** in the form of skilled qualified personnel for Emergency execution for **CM** at all hours of the day, seven (7) days a week, as and when an emergency arises, inclusive of all statutory costs, Personal Protective Equipment (PPE), profit and employee incentives throughout the duration of the contract as follows:

Labour Tariff/ Hour	Labour Tariff (After Hours / Saturday)	Labour Tariff on Public Holidays / Sunday
Artisan: R	Rate x 1.5	Rate x 2
Semi-skilled: R	Rate x 1.5	Rate x 2
General: R	Rate x 1.5	Rate x 2

4.33.34.1. **Artisan for CM**……..…..(Rate only) **[To Pricing Schedule]**

4.33.34.2. **Semi-skilled / Artisan Assistant for CM**……..(Rate only) **[To Pricing Schedule]**

4.33.34.3. **Unskilled / General Labourer for CM**……...(Rate only) **[To Pricing Schedule]**

4.33.34.4. **Other (Specify_____)**…Rate only) **[To Pricing Schedule]**

TRANSPORT COST

4.33.35. Transport costs are applicable to a condition-based maintenance (where components are not

replaced during servicing) and corrective maintenance ONLY. Interval-based maintenance (scheduled servicing) should include in costs, rates for transport as specified.

4.33.36. Transport cost includes the cost for wages and overheads for personnel during transport / travel to the site and all the running costs for the vehicle, including but not limited to: fuel, maintenance, capital cost, insurance and depreciation.

4.33.37. Transport cost will be calculated from the **main post office (historical main post office location if no longer in existence) in each sub-area as per the attached base locations and map zones**. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

4.33.38. Vehicular transport measured in km between the reference / base location and the various sites at which services are performed will be determined on the basis of the base location and map zones. Transport between the contractor's head office and the reference location is not reimbursable, the costs thereof being an overhead for the contractor's own account to be built onto the contract.

4.33.39. The following table illustrates an example of the method of measurement which shall be adopted in order to minimise travel costs. It is the Service Provider's responsibility to ensure that all consumables, tools and spares are loaded in the transport for the sites to be visited to avoid the need to make an additional return to the depot during the day before the day's scheduled site visits are completed. No claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

Description	Distance (km)
Base / Reference location to site A	8km
Site A to site B	1km
Site B to site C	2km
Site C to reference location	6km
Total Distance	**17km**

4.33.40. The Service Provider **must allow a rate for** and is responsible to execute and / or facilitate **Condition-based and/ or Corrective Maintenance (CM),** by providing **transport** for conveying material and personnel, accessing the site and attending to the site as required based on the provisional km quantity to be adjusted as utilised:

4.33.40.1. **One (1) tonne pick-up**…….(Rate/ Km) **[To Pricing Schedule]**

Table 4: Handheld Fire Extinguisher (HFE): Maintenance Control Schedule

Item no	Handheld Fire Extinguishers: Annual Service Check and ensure good operation of:	Status	
		Yes	No
HFE1.	Mounting of backboard and bracket	√	
HFE2.	Hose and nozzle for cracks, blockages, or any other physical damage;	√	
HFE3.	Extinguisher shell for corrosion, dents, or any other damage;	√	
HFE4.	Extinguisher and weigh and check against full weight on instruction label. If extinguisher is over/underweight, take necessary steps to ensure compliance;	√	
HFE5.	Seals and tamper indicators are not broken or missing;	√	
HFE6.	Pressure-gauge readings or indicators are in the operable ranges;	√	
HFE7.	Report defects for processing and repair	√	
HFE8.	All painted surfaces and repair if required	√	
HFE9.	Update the log entry on the extinguisher	√	
HFE10.	Service labels must be initialled and dated and maintenance schedule logged	√	

Table 5: Fire Hose Reels (FHR): Maintenance Control Schedule

Item no	Fire Hose Reels: Annual Service Check and ensure good operation of:	Status	
		Yes	No
FHR1.	Mounting brackets hold hose reel in position to allow designed use of equipment	√	

FHR2.	Components of the hose reel are functioning as prescribed by the manufacturer including water	√	
	control fittings		
FHR3.	Moving parts of the drum and lubricate	√	
FHR4.	Fire hose length on every service to ensure 30m in length	√	
FHR5.	Water seals and piping for leaks	√	
FHR6.	Service labels and complete and fit upon completion of service	√	

Table 6: Fire Hydrants (FH): Maintenance Control Schedule

Item no	Fire Hydrants: Annual Service Check and ensure good operation of:	Status	
		Yes	No
FH1.	Open and flush hydrant by removing caps and opening valves.	√	
FH2.	Shut valve and check to ensure barrel is empty, or clear drain and repair any leaks	√	
FH3.	Lubricate threads of the stem nut by removing a nut on the weather cap or stem nut, and pouring oil in the bolt hole.	√	
FH4.	Examine hydrants nozzle, cap threads, valve seal and gasket, lubricate & replace if needed	√	
FH5.	Right hand wheel for tightness	√	
FH6.	Valve stem and or top for damage	√	
FH7.	Operation of quick couplers	√	

FH8.	Operation (opening and closing movement of valve)	√	
FH9.	Water pressure and flow	√	
FH10.	Stand pipe for rigidity and leaks	√	
FH11.	Performance a hydrant flow test	√	
FH12.	Log maintenance schedule	√	

Table 7: Fire Sprinkler System (FSS): Maintenance Control Schedule

Item no	Fire Sprinkler System: Annual Service Check and ensure good operation of:	Status	
		Yes	No
FSS1.	Sprinkler heads to ensure they are free from damage, corrosion, grease, dust, paint or whitewash	√	
FSS2.	Sprinkler water supply pressure or system air pressure	√	
FSS3.	Sprinkler system water supply pressure	√	
FSS4.	Sprinkler system control valves are open	√	
FSS5.	Signs of damage, corrosion or deposits.	√	
FSS6.	Heads for leakage / missing heads and replace	√	
FSS7.	Heads obstructed by storage, ductwork or construction features. Test water flow alarms in sprinkler systems using the most hydraulically remote connection.	√	
FSS8.	Exposed sprinkler pipe hangers to ensure they are in good condition	√	
FSS9.	Hydrant flow test	√	
FSS10.	Log maintenance schedule	√	

Table 8: Jockey / Electric Fire Pumps (JFP): Maintenance Control Schedule

Item no	Jockey / Electric Fire Pumps: Semi-annual Service Check and ensure good operation of:	Status	
		Yes	No
JFP1.	Pump suction, discharge and bypass valves to ensure they are open and piping is free of leaks	√	
JFP2.	Power available to controller	√	
JFP3.	Reverse phase alarm to ensure it is not activated For lights indicating alarm conditions; correct as necessary	√	
JFP4.	Oil level in sight glass if the motor is mounted in the vertical position	√	
JFP5.	Suction tank to ensure it is full	√	
JFP6.	Priming tank (pumps taking suction under lift), if one is provided, to ensure it also is full	√	
JFP7.	Suction screens for obstructions if pump takes suction from open bodies of water	√	
JFP8.	Start pump automatically by pressure drop and record start pressure	√	
JFP9.	Observe any abnormalities related to the time for motor to accelerate to full speed, time controller is on first step (for reduced voltage/current starting).	√	
JFP10.	Running for at least 10 minutes and check/record: Suction and outlet pressure, Circulation-relief valve flow, Packing glands for slight discharge and adjust, if necessary for unusual noise or vibration, Packing boxes, bearings and pump casing for overheating	√	
JFP11.	Test flow at churn, rated and peak flow (150 percent of rated capacity), and compare results with original acceptance testing and/or manufacturer curves.	√	

Table 9: Diesel Fire Pumps (DFP): Maintenance Control Schedule

Item no	Diesel Fire Pumps: Semi-annual Service Check and ensure good operation of:	Status	
		Yes	No
DFP1.	Pump suction, discharge and bypass valves to ensure they are open and piping is free of leaks	√	

Item no	**Diesel Fire Pumps: Semi-annual Service** Check and ensure good operation of:	Status	
		Yes	**No**
DFP2.	Switch set on auto for automatic operation	√	
DFP3.	Tank level to ensure it is at least three-quarters full	√	
DFP4.	Any valves in the fuel supply lines from the tank to the driver filter or pump system to ensure they are locked in the open position	√	
DFP5.	Water suction tank to ensure it is full	√	
DFP6.	Priming tank to ensure it is full where pumps are taking suction under lift (where installed)	√	
DFP7.	Suction screens for obstructions where pumps take suction from open bodies of water (where installed)	√	
DFP8.	Start fire pumps automatically by dropping system pressure	√	
DFP9.	Record start pressure; where controller is activated by flow, water can be drawn from the yard main at a hydrant or sprinkler system	√	
DFP10.	Pump bearing and coupling lubrication	√	
DFP11.	Pump shaft end play and accuracy of gauges and sensors	√	
DFP12.	Pump coupling alignment	√	
DFP13.	**Diesel Engine Fuel:** (1) Tank level switches, (2) Solenoid valve operation, (3) Strainers, filters, etc. (4) For water and foreign material and fuel tank (5) Flexible hose and connector (6) Tank vents and overflow piping for obstructions (7) General condition of piping, (8) Speed governor and over-speed shutdown operation	√	
DFP14.	**Diesel Engine Lubrication System:** (1) Oil level change; as necessary, (2) Filters; change as necessary; (3) Lube oil heater, (4) Crankcase breather, (5) Low-oil-pressure switch	√	
DFP15.	**Diesel Engine Cooling System:** (1) Antifreeze level/ quality; change as necessary, (2) For adequate follow of cooling water to heat exchanger, (3) Heat exchanger; clean (rod out) as necessary, (4) Water pump, (5) Condition of	√	

Item no	Diesel Fire Pumps: Semi-annual Service Check and ensure good operation of:	Status	
		Yes	No
	flexible hose and connections, (5) Jacket water heater, (6) Water strainer, (7) High-water temperature switch, (8) Solenoid valve operation		
DFP16.	**Exhaust System:** (1) No leakage, (2) Condensate trap; drain as necessary, (3) Insulation and fire hazards, (4) Excessive back pressure, (5) Exhaust system hangers and supports, (6) Flexible exhaust section	√	
DFP17.	**Battery System:** (1) Operation of battery charger (battery pilot lights should be on or failure warning lights off, and voltage and current reading normal on both sets of batteries) for lights indicating alarm conditions, (2) Check battery electrolytes for corrosion of battery terminals and condition of conductors and connections (3) Charger and charge rate / equalize charge	√	
DFP18.	**Battery System:** (1) Operation of battery charger (battery pilot lights should be on or failure warning lights off, and voltage and current reading normal on both sets of batteries) for lights indicating alarm conditions,	√	
DFP19.	**Battery System / ventilation:** (1) Air filter, (2) Room louver operation, (3) Obstructions (debris, insects, etc.)	√	

Table 10: Special Protection Systems – Fire Suppression Agents (FSA) / Systems: Maintenance Control Schedule

Item no	Special Protection Systems – Fire Suppression Agents (FSA) / Systems: Semi-annual Service Check and ensure good operation of:	Status	
		Yes	No
FSA1.	**Monthly Inspection and Tests (EPWP / on-site maintenance personnel to be trained and certified):**	√	

	1. For low pressure systems: low pressure alarm 2. No signs of damage 3. Discharge nozzles and detection devices properly positioned 4. Release panel for power and alarm conditions 5. Controls are properly set 6. Agent pressure and / or level gauges		
	Semi-annual Inspection and Test (By a qualified technician)	√	
FSA2.	1. Cylinders for weight and/or pressure of agent containers; refill or replace if net weight and/ or pressure falls outside of proper range on approval by the Service Manager / Project Leader;	√	
FSA3.	2. Dry chemical agent for caking; replace as necessary on approval;	√	
	Annual Inspection and Test (By a qualified technician)		
FSA4.	1. All devices and controls and ensure are properly aimed and/ or set;	√	
FSA5.	2. Conduct a trip test without releasing the agent. Verify the system worked as designed and place back in service;	√	
FSA6.	3. Operation of detection devices	√	

Table 11: Fire Detection Systems (FDS): Maintenance Control Schedule

Item no	**Fire Detection Systems: Semi-annual Service** Check and ensure good operation of:	**Status**	
		Yes	**No**
	Quarterly Inspection and Test (By a qualified technician)	√	

FDS1.	**Summary checks and tests:** 1. Check the batteries in all fire detectors and smoke alarms. 2. Check visual displays on the fire alarm panel. 3. Review the fire detection device and alarm system service records to ensure that all systems meet current requirements and are fully compliant with SANS regulations. 4. Test all voice alarm systems. 5. Test in-building fire emergency voice / alarm communications.	√	

Item no	**Fire Detection Systems: Semi-annual Service** Check and ensure good operation of:	**Status**	
		Yes	**No**
	6. Test the function of sprinkler systems. 7. Test the fuses and transmitters on the control equipment for monitored systems.		
FDS2.	**Log book analysis:** Prepare the system to be tested by reading through the log book. Any corrective action that has not been addressed should be noted and executed during the service.	√	
FDS3.	**Service and pre-service check:** 1. Use the panel menu to verify all the sensors are in a "service" or "pre-service" condition. Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report, quoted for and on approval, replaced under condition based maintenance. 2. Ensure all the detections systems are clean and free of dust to prevent electric flashovers by using methods recommended by the Original Equipment Manufacturer / industry best practices.	√	
FDS4.	**Analogue values check:** Use the panel menu to generate reports of the device's analogue values. Compare these values to the permitted values for each point. Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report, quoted for and on approval, replaced under condition based maintenance.	√	
FDS5.	**Configuration check:** Connect "Software Planner Software" to the panel and print out a complete system configuration from the panel software. Compare the information to the system specification and verify that the system zoning, input-output mapping and other settings have not been changed.	√	

FDS6.	**Disabled devices check:** Check if the Disable-LED on the front of the panel is illuminated. Use the menu to identify the disabled devices and investigate the reason. Any faults should be rectified, and any disabled devices should be enabled.	√	
FDS7.	**Test the alarms:** Test all sensors or call points in each zone. Activate each point, check that the sounders operate and that the panel reacts correctly.	√	

Item no	**Fire Detection Systems: Semi-annual Service** Check and ensure good operation of:	**Status**	
		Yes	**No**
	Verify that the signals to auxiliary systems such as the Fire Station, air-conditioning, building management systems, graphics displays and remote indicators are functioning correctly.		
FDS8.	**Fault test:** Remove one sensor on the system and check that the panel correctly reports the event. Accept the fault and reset the panel.	√	
FDS9.	**Panel controls test:** Check that all control functions, the ACCEPT - and RESET keys, are operating correctly.	√	
FDS10.	**Printer test:** Make sure that the printer is printing all events generated during the service.	√	
FDS11.	**Monitor earth leakage:** Test shall be executed on systems with the earth leakage monitoring enabled. Apply a short between the positive terminal of the Z-loop and earth; check that the panel indicates an earth leakage fault. Repeat using the negative terminal of the loop. Also verify the power supply and circuit breaker at the distribution board.	√	
FDS12.	**Connection checks:** Make sure that all terminal screws and cables inside the panel are secure. Verify that all printed circuit boards (PCB's) are in good condition and are free of dust. Verify that it is securely mounted in the panel.	√	

FDS13.	**Battery replacement check:** Make sure that the battery installed is sufficient to meet the system specifications. Check if the battery replacement date expires before the next service. The age of the battery should be marked with a label, or referred in the log book. Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report, quoted for and on approval, replaced under condition based maintenance**.**	√	
FDS14.	**Battery operation check:**	√	

Item no	Fire Detection Systems: Semi-annual Service Check and ensure good operation of:	Status	
		Yes	No
	Verify that the battery is operational. One method is to conduct an "all-sounders on" operational test with the mains off and the system operates on battery power source only. The battery voltage should be monitored during this test and verify if the voltage drops below 24 volts. Remove one battery terminal and verify that the system reports a battery fault. Replace terminal, ensure that it is tight, and reset the panel. Clean the battery with a damp cloth and lightly lubricate any exposed terminals with petroleum jelly if necessary.		
FDS15.	**Time and date set:** Set the correct time and date on the panel, if necessary	√	
FDS16.	**Completion of Service:** Restore the system to normal condition. Re-enable any disabled devices. Re-connect any disconnected devices. Re-connect all external systems that were disconnected for the testing and ensure that the system is left fully operational. Advise all staff and the control room that testing is complete and that any alarm now received must be treated as valid.	√	

PENALTY & INCENTIVE SCHEME

PENALTY SCHEME

4.33.41. Response times on Fatal/ Emergency Breakdown

Table 12: Response times on Fatal / Emergency Breakdown

Item	Priority level	Maximum down-time allowed	Penalties for non-performance
T12.1.	Fatal breakdown where specified	3 hours (immediate response)	R 2 500.00/ hour
T12.2.	Emergency Breakdown	24 hours	R 1 500.00/ day
T12.3.	Ordinary breakdown	7 days	R 1 000.00/ day
T12.4.	Quoted work	3 days from quote request	R 1 000.00/ day
T12.5.	Quoted work	Failure to adhere to agreed program	R 1 000.00/ day

4.33.42. Incident Management Protocol non-compliance penalty

Table 13: Incident Management Protocol non-compliance

Item	Incident Management Protocol (IMP) non-compliance	Description	Payment reduction
T13.1.	IMP not implemented within 1st month of site handover	Not in place, partially in place or protocols not in accordance with ToR requirements	R 15 000
T13.2.	IMP not implemented within 2nd month of site handover	Not in place, partially in place or protocols not in accordance with ToR requirements	R 20 000
T13.3.	IMP not implemented within 3rd month of site handover	Stoppage of work, breach of contract and consideration of termination of contract	R 25 000

4.33.43. Componentised Asset Register non-compliance

Table 14: Componentised Asset Register non-compliance

Item	Componentised Asset Register non-compliance	Description	Payment reduction
T14.1.	Not submitted within 2 months of site handover	Submitted but not in a compliant format, non-submission, partial submission	R 15 000
T14.2.	Not submitted by the 3rd month of site handover	Submitted but not in a compliant format, non-submission, partial submission	R 20 000
T14.3.	Not submitted by the 4th month of site handover	Stoppage of work, breach of contract and consideration of termination of contract	R 25 000

4.33.44. Invoice non-compliance penalty

Table 15: Non-compliant invoice

Item	Non-compliant invoice	Description	Payment reduction
T15.1.	1st non-compliant invoice	Non-compliant invoices shall commence after the 3rd month of acceptance of tender	R 1000
T15.2.	2nd non-compliant invoice	Admin / handling and postage	R 1500
T15.3.	3rd non-compliant invoice and subsequent	Admin / handling and postage	R2 000

4.33.45. Maintenance Programme, Financial and Performance Reports

Table 16: Non-compliant maintenance programme, finance and performance reports

Item	Maintenance programme, finance and performance reports non-compliance	Description	Payment reduction
T16.1.	Submission of preliminary reports during the Second (2nd) month	• Includes budget projections, financial expenditure reports, progress reports, meeting minutes and records, etc. • Compliance within the first month	R 2500 / month
T16.2.	Submission of operational reports on a monthly basis	• Includes budget projections, financial expenditure reports, progress reports, meeting minutes and records, etc. • Submission on a monthly basis	R 2500 / month

INCENTIVE SCHEME

4.33.46. **Sustainability and the Circular Economy Initiatives**

The renewal of contract shall be subject to a good-to-excellent overall performance of the Service Provider and implementation of sustainability and the circular eco initiatives as follows but not limited to**:**

4.33.46.1. Repair, reuse, refurbish and recycle

Demonstration of repairing, reusing, refurbishing and recycling of components / subcomponents or material and indicate the kilograms diverted from landfills.

4.33.46.2. Green initiatives

Demonstration of Green initiatives reducing the carbon footprint of the operation of the contract.

4.33.46.3. Indigenous Knowledge Systems (IKS)

Demonstrate implementation of the / innovative methods to be implemented by the Service Provider.

4.33.47. **Renewal of Contract**

Table 17: Renewal of Contract

Item	Incentive	Conditions	Comment
T17.1.	Renewal of Contract for a further period of 12 months	• Good-to-excellent condition rating of components / subcomponents • Contract value of 36 months (all expenditure) within 5% of the contract amount (tendered); and / or • Maximum zero to five (0 – 5) penalties with a total amount not exceeding R50 000 (Fifty thousand)	To qualify for renewal of contract, the Service Provider must meet the first condition and any of the other conditions.
T17.2.	Renewal of Contract for a further period of 24 months: Sustainability Improvements	• Good-to-excellent condition rating of components / subcomponents, and • Implement successful sustainability and circular economy initiatives, and /or • Contract value of 36 months (all expenditure) within 5% of the contract amount (tendered); and / or • Maximum zero to five (0 – 5) penalties with a total amount not exceeding R50 000 (Fifty thousand)	To qualify for renewal of contract, the Service Provider must meet at least three (3) conditions, with the first condition being mandatory

GQEBERHA COASTAL :SITES ,QUANTITIES AND EQUIPMENT

No.	Place	Institution	1.5kg	2.5 kg	4.5 kg	5 kg	9 kg	2 kg	4.5 kg	5 kg	6.8 kg	Hose Reel	Fire Hydrant	Fire Hoses	Foam	Water
			DCP	DCP	DCP	DCP	DCP	CO2	CO2	CO2	CO2				9 kg	9 kg
1.	Algoa Park	SAPS	2	2	6		6	3	1	2		8			1	
2.	Algoa park	Sterrenberg Flats SAPS					12					23	24			
3.	Algoa park	Gamtoos Flats					12					24	25			
4.	Bethelsdorp	SAPS		9	6		10			1		12				
5.	Forest Hill	SAPS Air Wing	1	2	2	3	13	2		2		5	1	2		
6.	Forest Hill	Forest Hill Mil Base (ON HOLD)	1	26	47	33	424	27	1	36	4	70	58	16		
7.	Forest Hill	SANDF: Medics (ON HOLD)		30	27		14	18		9		6	4	6		
8.	Forest Hill	Military Police(ON HOLD)	1	10	2	25	15	15				2				
9.	Forest Hill	Air Force		2	4		47	4	1	9	1	12	7	10	20	
10	Gelvandale	Magistrate Court			13		2	1				6	1	2		
11	Gelvandale	SAPS		4	15		9			1		3				
12	Gelvandale	PE High Court	3	1	16		5			8		18	6	10		
13	Humewood	SAPS			2		36		2			27	7	6		
14	Kinkelbos	SAPS	1		2		7					3				
15	Kabega Park	SAPS	1		1		15					2				
16	Kwadesi	SAPS		3	5		11					1				
17	Kwazakhele	SAPS			1		19			2		1				

18	Motherwell	SAPS Ikamvelihle	3	7	9		7					1				
19	Motherwell	SAPS Maku St	2		14		2			1		7				
20	Motherwell	SAPS Detectives			11											
21	Motherwell	Magistrate Office	1		7		4	1				8				
22	Mount Rd	SAPS L .le Grange		1	55	1	75	36	1	4		105	42	10		
23	Mount Croix	SAPS, Mount Rd	1				4	2								
24	New Brighton	Magistrate Court		2	11		3					6			1	
25	New Brighton	SAPS			4	3	24									
26	Newton Park	Customs & Excise	2		2		9	1		1			3	4		
27	North End	New Law Courts			49		73	1		8		47	1	2		
28	North End	North End Prison			0		0	0	0	0	0	30	12	10	0	
29	Schauderville	Dept of Justice, Nerina House			26							6	2			
30	North End	Flying Squad, Crawford Street	3		4	1	5	4		3		3				
31	Port Elizabeth	PE Drill Hall			2	1	26					2			3	
32	Port Elizabeth	3 Medical Batttalion			9		1						2			
33	Port Elizabeth	DPW Workshops		1	14		24	2		7		5			1	
34	Port Elizabeth	Regiment Algoa	1		6		3	1		1		2			1	
35	Port Elizabeth	Eben Donges Blg			64	5	8	11		35		30	30	34		1

36	Port Elizabeth	SARS	2		46		3	8		14		28	7			
37	PE Naval Station	SAS Donkin		2			18	5		7					3	
38	Port Elizabeth	Regiment Piet Retief			27	22	47	13		4		8	11	20		1
39	Port Elizabeth	SAPS 10111	3		20		20			10		10	4	8		
40	Seaview	SAPS		3	3		1					2				
41	Korsten	Service Products	1		2		9	2		1			4	6		
42	Southdene	16 Genie (now Signal Corps)		4	8		37	11		6		8	2	4		
43	Southdene	SAPS dogs		11	5	11	6					5	2	5		
44	Southdene	SAPS Garage			41		19					21			1	
45	St Albans	St Albans Prison	0		0		0	0		0		171	95	126		
46	Struandale	Stability Unit SAPS		1	2		77	1		3		44	16			
47	Walmer	SAPS		2	5	10	13									
48	Addo	Magistrate Court			2			1				2				
49	Alexandria	Magistrate Court					2	2		2		3				
50	Bathurst	SAPS			3		4			2						
51	Hankey	SAPS			2		8	1				2				
52	Hankey	Magistrates Court			16		1	1				5				
53	Humansdorp	SAPS		1			14			2		4				

54	Humansdorp	Magistrates Court			3			3				3				
55	Jansenville	SAPS		1	10		7	1				3				
56	Jansenville	Magistrates Court			7							3				
57	Jansenville	Prison			0		0	0				2				
58	Joubertina	SAPS		1	13		3	1				2	1	3		
59	Joubertina	Magistrate Court		2	6		3	4								
60	Kareedouw	SAPS		1	13		13					2				
61	Kenton On Sea	Magistrate Court					1			2		2	1	2		
62	Kenton On Sea	SAPS			7		3	1		2		5	1	2		
63	Kirkwood	SAPS					6	1				2				
64	Kirkwood	Magistrate court					6			1						
65	Kirkwood	Prison		0	0	0	0	0		0		42	46	32		
66	Kirkwood	Commando (Now SAPS)			7							2				
67	Klipplaat	SAPS		1	1		10									
68	Klipplaat	Magistrate Court		1			2									

69 70	Port Alfred	SAPS- Inkwekwezi (Nemato)			1		1					1				
71	Port Alfred	Magistrate Court					3	2		1		3				
72	Port Alfred	SAPS		1	4		8	1		2		4				
73	Port Alfred	Dog School		2	4	1	1	1								
74	Rocklands	SAPS			1		3			2						
75	Seafield	SAPS		1	1		3					1				
76	Kleinmonde															
77	Seven Fountains	SAPS		3	3		6									
78	Slagboom	SAPS Training College			9	1	15	2		4			5	16		
79	St Francis Bay	SAPS			1		3			2		1				
80	Storms River	SAPS			6		6			1						
81	Steytlerville	SAPS	2	1	3		12									

82	Jansenville	SAPS		1	10		7	1				3				
83	Willowmore	SAPS	2				7					2				
84	Paterson	Magistrates Court	1	2	5		7									
85	Paterson	SAPS		1	6		7	1								
86	Uitenhage	SAPS			4		7	2		1		5				
87	Uitenhage	CID SAPS-Cannon st	2		4		4	2				3				
88	Uitenhage	Weed Lab		1	3		9	3								
89	Uitenhage	Magistrate Court	3		9		4					4				
90	Wolwefontein	SAPS	1		2		9			1						

The sites listed in this tender document are provided for guidance and should ***not be regarded as exhaustive or final*** *.*
The Department reserves the right, where operational requirements necessitate, to ***increase, decrease, amend or otherwise vary the number and location of sites*** *covered under the contract. Such variations may also include changes to the* ***type, quantity and location of equipment*** *installed or required at the respective sites.*
Bidders should therefore take into account that the scope of services may extend to ***additional sites and/or equipment not specifically listed in this tender document*** *, subject to the terms and conditions of the resulting contract.*

PRICING SCHEDULE/ BILLL OF QUANTITIES

Bid no: GQET-2026/2027-023

Bid/ Project Description: GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS

SCHEDULE NO.1: PRELIMINARY & GENERAL + COMPLIANCE MANAGEMENT					
SECTION A – CONTRACT ESTABLISHMENT					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
1.1	Mobilisation & Contract Establishment	Sum	1	R_____	R_____
1.2	Site Verification & Asset Validation	Sum	1	R_____	R_____
1.3	Conditions of Contract & Compliance Obligations	Sum	1	R_____	R_____
SECTION B – INSURANCE & STATUTORY COMPLIANCE					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
1.4	Public Liability Insurance	Month	36	R_____	R_____
1.5	SASRIA Insurance	Month	36	R_____	R_____
1.6	COIDA & Statutory Compliance	Month	36	R_____	R_____
1.7	Safety File Maintenance	Month	36	R_____	R_____
SECTION C – CONTRACT MANAGEMENT & SUPERVISION					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
1.8	Contract Management & Coordination	Month	36	R_____	R_____
1.9	Technical Supervision	Month	36	R_____	R_____
1.10	Multi-site Route Planning & Scheduling	Month	36	R_____	R_____
1.11	Client Liaison & Reporting	Month	36	R_____	R_____
SECTION D – OHS & COMPLIANCE MANAGEMENT					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
1.12	Safety Officer & Compliance Management	month	36	R_____	R_____
1.13	Compliance Audit – Year 1-3	No	50	R_____	R_____
1.14	Certificate of Compliance Issuance	No	50	R_____	R_____
SECTION E – ADMINISTRATION & TRAINING					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
1.15	Administrative Support	Month	36	R_____	R_____
1.16	Learnership / Apprentice Programme	Month	36	R_____	R_____
	Carried forward to summary page			**TOTAL**	R_____

SCHEDULE NO.2: COMPLIANCE UPGRADE & REPLACEMENT - Non-Compliant Equipment

Item	Description	Unit	Qty	Rate	Amount
2.1	4.5kg DCP unit - Supply & Install	No	230	R_____	R_____
2.2	9kg DCP unit - Supply & Install	No	230	R_____	R_____
2.3	2kg CO2 unit - Supply & Install	No	150	R_____	R_____
2.4	Fire Hose Reel complete - Supply & Install	No	65	R_____	R_____
2.5	Fire Detection Panel Upgrade	No	15	R_____	R_____
2.6	Sprinkler Head Replacement	No	400	R_____	R_____
2.7	Emergency Lighting + Exit Signs	Prov Sum	1	R 241 325,00	R 241 325,00
2,8	Indicate % markup on provisional materials	%	_____%	R 241 325,00	R_____ Provisional sum **X** percentage markup
2,9	Hydrant Valves + Landing Valve Replace	No	50	R_____	R_____
	Carried to summary page			**TOTAL**	R_____

SCHEDULE NO.3: INTERVAL-BASED MAINTENANCE (SERVICING)

Item	Description	Unit	Qty	Service Freq.	Rate	Amount
3.1	4.5kg DCP /2kg co2- Service	No	300	3	R_____	R_____
3.2	9kg DCP / 5kg co2- Service	No	250	3	R_____	R_____
3.3	30m FHR - Service	No	120	3	R_____	R_____
3.4	Sprinkler system service	No	10	6	R_____	R_____
3.5	Jockey/Electric pumps service/ diseal pump system	No	4	6	R_____	R_____
3.6	Fire Detection Panel service	No	15	6	R_____	R_____
3.7	Service of detectors /MCPs	Each	752	6	R_____	R_____
3.8	Service of Sounders /Emergence lights	Each	200	6	R_____	R_____
3.9	Service of gas suppression system	No	6	6	R_____	R_____
3.10	Refill and pressure test provisional amount	Prov Sum	1	1	R 344 750,00	R 344 750,00
3.11	Indicate % mark up on pressure test pressure test cost and pump house repairs	No	%	_____%	R 344 750,00	R_____ Provisional sum X percentage markup
	Carried to summary page				**TOTAL**	R_____

SCHEDULE NO.4: CORRECTIVE MAINTENANCE + TRANSPORT -					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
CORRECTIVE MAINTENANCE (CM) MATERIAL					
4.1	CM non-scheduled material	Prov Sum	1	R 1 723 750,00	R 1 723 750,00
4.2	Mark-up on CM	%	_____%	R 1 723 750,00	R_____ Provisional sum **X** percentage markup
CORRECTIVE MAINTENANCE (CM) SPECIALISED EQUIPMENT HIRE					
4.3	Specialised equipment Hire for CM	Prov Sum	1	R 193 060,00	R 193 060,00
4.5	Profit on specialised equipment Hire	%	_____%	R 193 060,00	R_____ Provisional sum **X** percentage markup
CORRECTIVE MAINTENANCE (CM) LABOUR -NORMAL					
4.6	Artisan for CM	Hr	300	R_____	R_____
4.7	Semi-skilled for CM	Hr	300	R_____	R_____
4.8	Unskilled for CM	Hr	300	R_____	R_____
CORRECTIVE MAINTENANCE (CM) LABOUR -EMERGENCE RESPONSE					
4.9	Artisan for CM	Hr	200	R_____	R_____
4.10	Semi-skilled for CM	Hr	200	R_____	R_____
4.11	Unskilled for CM	Hr	200	R_____	R_____
CORRECTIVE MAINTENANCE (CM) LABOUR -0VERTIME HOURS @1.5					
	Artisan for CM	Hr	120	R_____	R_____
4.13	Semi-skilled for CM	Hr	120	R_____	R_____
4.14	Unskilled for CM	Hr	120	R_____	R_____
CORRECTIVE MAINTENANCE (CBM+CM) TRANSPORT					
4.15	Transport: CBM + CM	Km	60 000	R_____	R_____
	Carried to Summary page			**TOTAL**	R_____

GQEBERHA COASTAL AREAS: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF FIRE PROTECTION SYSTEMS IN STATE OWNED BUILDINGS

	SUMMARY PAGE			
PERIOD	36 MONTHS			
SCHEDULE NO.	**DESCRIPTION**	**PAGE No**	**RAND**	**AMOUNT (R)**
	PPPRICE			
1	PRELIMINARY & GENERAL + COMPLIANCE MANAGEMENT (P&Gs)	1	R	R_____
2	COMPLIANCE UPGRADE & REPLACEMENT PREVENTATIVE MAINTENANCE	2	R	R_____
3	INTERVAL-BASED MAINTENANCE (SERVICING)	3	R	R_____
4	CORRECTIVE MAINTENANCE + TRANSPORT	4	R	R_____
	SUBTOTAL 1		R	R_____
	ADD: ANNUAL ESCALATION NOT EXCEEDING 5%		_____%	R_____ Provisional sum X percentage markup
	SUBTOTAL 2			R_____
	ADD: VAT @ 15%	15%		R_____
	GRAND TOTAL -CARRIED TO FORM OF OFFER			R_____

GQEBERHA COASTAL AREAS: PREVENTATIVE MAINTENANCE, SERVICING & REPAIRS OF FIRE PROTECTION SYSTEMS IN STATE OWNED BUILDINGS
BILL OF QUANTITIES NOTES
Contract:Rates based for a multi-spaced sites portfolio
Replacement quantities of existing equipment non-compliant to SANS 1910/1475/10139
Servicing rates are inclusive of labour rates but transport is charged elsewhere.
Corrective maintenance provision has been allowed to deal with aged equipment
P&Gs pricing adjusted proportionally of maintain commercial balance.
All rates exclude work outside the identified scope unless instructed
Provisional Sum held for unforeseen compliance works per DPW standard
Sequencing: Yr1= 33%high-risk sites, Yr2=33%medium-risk, Yr3=33% lower-risk
SCHEDULE 1 PRELIMINARIES AND CONTRACT MANAGEMENT
Initial setup for 60+ sites (1.1)
Baseline verification of fire assets (1.2)
Contract administration and compliance(1.3)
R10m portfolio cover (1.4)
Eastern Cape risk provision (1.5)
Labour compliance (1.6)
OHS documentation updates (1.7)
Multi-site management (1.8)
Technical oversight (1.9)
Operational planning (1.10)
Client Liaison & Reporting (1.11)
Dedicated and roving safety officer(1.12) Prepare, review, and maintain a detailed and comprehensive incident management protocol for each facility(Fire Incident Management Protocol)

Component Condition Assessment (CCA): Fire Protection System(1.13) Undertake a condition assessment report with pictures and costs for remedial action and indicate the condition of assets, including components lifespans, remaining useful life, etc.
COC per site (1.14). The rate tendered for the issuance of Certificates of Compliance shall be deemed to include for all labor, transport, documentation, testing, inspection, and submission to the relevant authorities and the Client.. The rate tendered for the issuance of Certificates of Compliance shall be deemed to include for all labor, transport, documentation, testing, inspection, and submission to the relevant authorities and the Client.
Documentation and records (1.15)
Skills development (1.16)
SCHEDULE 2 REPLACEMENTS AND COMPLIANCE UPGRADES
Drafting, developing, implementing and maintaining a componentised asset register and Component Identification Numbers (CIN), tags for all assets in respective sites and submission of copies of the asset register
Replace non-compliant (ref 2.1)
Replace non-compliant (ref 2.2)
Corroded/expired (ref 2.3)
Perished hoses/seized (ref 2.4)
Old Ziton/Kentec non-compliant (ref 2.5)
Painted/corroded (ref 2.6)
Most sites fail compliance (ref 2.7)
A markup on all your supplies not indicated (2.8)
Typical failure on old sites (ref 2.9)
SCHEDULE 3 SERVICING (SCHEDULED)
The servicing for each component / subcomponent shall be a whole, inclusive of all labour, materials, refills and pressure test of equipment required to complete the service.(Transport is excluded as it is charged elsewhere)Tenderers are encouraged to familiarize themselves with the attached list of sites and varying types / quantities of equipment per site or area. Should the tenderer be required to sleepover, all accomodation costs will be deemed to be included in his/her for the servicing of equipment.No additional accomodation cost will be payable
Refer to the FM special conditions (As per schedule intervals)

SCHEDULE 4 CORRECTIVE MAINTENANCE -(CM)
Subject to industry labour rates and transport rate guidelines.

DRPW – 05 (EC) CONTRACT DATA

Project title:	**GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS**		
Tender / Quotation no:	**GQET-2026/2027-023**	**Closing date:** Tuesday, 01 December 2026	Time: **11H00**

	CONTRACT VARIABLES THE SCHEDULE (Contract Data [1.1.1.8]) The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in *[ ]* brackets
	The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685. Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)] Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015). Copies of these conditions of contract may be obtained through *www.saice.org.za*.

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document *PG01.1 (EC) – Scope of Works* for detailed description
GQEBERHA COASTAL AREA : PREVENTATIVE MAINTENANCE, SERVICING AND REPAIRS OF FIRE PROTECTION AND DETECTION SYSTEMS IN STATE OWNED BUILDINGS FOR A PERIOD OF 36 MONTHS	

TENDER/ QUOTATION NO: GQET-2026/2027-023

A 2.0 Site [1.1.1.29]

Erf / stand number	
Site address	VARIOUS SITES
Township / Suburb	
City / Town	PORT ELIZABETH
Province	EASTERN CAPE
Local authority	
GPS Coordinates	

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Elliot.Mushava@dpw.gov.za	Telephone	041 408 2053
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

A 3.2 Employer's representative:

Name	BONGIWE NDABA	Telephone number	041 408 2015
E-mail	Bongiwe.ndaba@dpw.gov.za	Mobile number	NONE
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

TENDER/ QUOTATION NO: GQET-2026/2027-023

A 4.0	Principal Agent [1.1.1.16]	Discipline	Project Manager

Name	Elliot Mushava		
Legal entity of above		Contact person	Elliot Mushava
Practice number		Telephone number	041 408 2053
Country	South Africa	Mobile number	N/A
E-mail	Elliot.Mushava@dpw.gov.za		
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 5.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 6.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

TENDER/ QUOTATION NO: GQET-2026/2027-023

A 7.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 8.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		

Physical address	insert physical address insert suburb insert town insert postal code

A 9.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

TENDER/ QUOTATION NO: GQET-2026/2027-023

A 10.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 11.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			

Postal address	insert postal address insert suburb insert town insert postal code
Physical address	insert physical address insert suburb insert town insert postal code

A 12.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

TENDER/ QUOTATION NO: GQET-2026/2027-023

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System/Method of measurement	SANS 1200

B 2.0 Law, regulations and notices [1.3.2]

Law applicable to the works, state country [1.3.2]	Law of the Republic of South Africa

B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand

B 4.0 Documents [1.1.1.7]

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers

GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD]	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

TENDER/ QUOTATION NO: GQET-2026/2027-023

B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]
Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest

B 6.0 Insurances [8.6]

Insurances by contractor NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act,

1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.			
	New works [8.6.1.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections with a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Sub-Contractors insurance [8.6.3] where applicable, if not included in works insurance	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable

TENDER/ QUOTATION NO: GQET-2026/2027-023

Public liability insurance [8.6.1.3]]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Other insurances		
Hi Risk Insurance when the project is being executed in a geological area classified as a “High Risk Area [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]			Not Applicable
If applicable, description:			
Restriction of working hours [5.8]			Not Applicable
If applicable, description:			
Natural features and known services to be preserved by the contractor [4.7]			Not Applicable
If applicable, description:			
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]			Not Applicable
If applicable, description:			
Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
If applicable, description:			

TENDER/ QUOTATION NO: GQET-2026/2027-023

B 8.0 Subcontractors [4.4]

Select	If applicable, description of specialisation

Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Description of different portions of the works, if applicable [5.14.7]

Select	If applicable, description of sections
Section 1	
Section 2	

Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in months as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	21 Days
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	n/a

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Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [1.1.1.14, 5.14.1]	36 Months
Period to achieve Completion [5.14.4]	36 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	3
Total Contract Period	36 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Not Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	36 Months
Notification period for inspection in working days by the principal agent.	
Penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13].	R
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R

B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days.						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [1.1.1.14, 5.14.1]						

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The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	36 Months
Penalty for late Practical Completion, *if completion in sections is required,* excluding VAT [5.13]	
The penalty amount per day for failing to complete section 1 of the Works is:	R
The penalty amount per day for failing to complete section 2 of the Works is:	R
The penalty amount per day for failing to complete section 3 of the Works is:	R
The penalty amount per day for failing to complete section 4 of the Works is:	R
The penalty amount per day for failing to complete section 5 of the Works is:	R

The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the section, excluding VAT	
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the section, excluding VAT	

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substatiating documentation
13.7	
13.8	
13.9	
13.10	

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B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements

14.1	All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.)
14.2	Mechanical equipment (e.g. pumps including switchgear, etc.)
14.3	Landscaping including automated systems (irrigation)

14.4	Electrical equipment (e.g. emergency generators, electronic switchgear,etc..)
14.5	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	

B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	*n/a*
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

Mediation	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.5	Amend Clause 1.1.1.5 as follows: 'Commencement Date' means the date of possession of site by the contractor.
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.

	Defects Liability Period is: 12 months. The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.15	The name of the Employer's Project Manager as appointed from time to time: Refer to A3.2
1.1.1.21.A	NEW CLAUSE INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	No Clause.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.

1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Contract participation goal documentation are as indicated in the tender data document DPW 03 (EC): TENDER DATA.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following: The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.
	(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement

	of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

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1.3.7	Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.
3.2.3	1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: (a) Appointment of Sub-contractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9; (f) Issuing of *mora* notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1. (h) Any variation orders – clause 6.3.1 2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor. 3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will *mutatis mutandis* be as stated in clause 10.1.4. 4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof: Clause 6.10.9 – Amend to read as follows: Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). Clause 10.1.5 – Amend to read as follows: Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.

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	5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.
3.3.2.1	Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the ~~E~~ Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
3.3.2.2.3 3.3.2.2.4	Add to Clause 3.3.2.2.3 and 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
4.4.4	Ref Clause 3.2.3
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature o the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Ref Clause 5.6) Security (Ref Clause 6.2) Insurance (Ref Clause 8.6) *insert other requirements* insert other requirements insert other requirements
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.

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5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be *enter "exclusive" or "not exlcusive"* to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: *Insert an exposition of limitation.*
5.8.1	The non-working days are: Saturdays and Sundays
	The special non-working days are: Public Holidays;

	The year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.1	No Clause
5.11.2	Ref Clause 3.2.3
5.11.5	No Clause
5.11.6	No Clause
5.12	Ref Clause 3.2.3
5.12.2.2	Add the following to Clause 5.12.2.2 to read: "Abnormal climatic conditions means any weather conditions i.e. rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site"
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within
	7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late due completion date will be 30% of penalty / calendar day. Penalty for late completion date will be 15% of penalty / calendar day.

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5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.
5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.3.1	Add the following to the last paragraph "subject to obtaining approval from the Employer" (3.2.3)
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF): The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour)

	b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is *insert name of urban area*. *(Select urban area from Statistical News Release, P0141, Table A)* The applicable industry for the Construction Material Price Index for materials / plant is *insert name of industry*. *(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)* The area for the Producer Price Index for fuel is *insert name of area*. *(Select the area from Statistical News Release, P0142.1, Table 1.)* The base month is *insert month insert year. (The month prior to the closing of the tender.)*
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.

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6.9.1	Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: Monthly Local content report, EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) Tax Invoice Labour intensive report Contract participation goal reports
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 %.
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents have been submitted and are correct in all respects.
6.10.5	Replace Clause 6.10.5 with the following: In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.

	In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.
6.10.6.2	Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.

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7.2.1	The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.

8.6.1.1.2	Ref B6.0 CD for value of insurance.
8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.4	Omit clause

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8.6.6	Replace Clause 8.6.6 with the following: Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.7	Replace Clause 8.6.7 with the following: If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	Add the following as Clause 8.6.8. HIGH RISK INSURANCE In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: (1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary. When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs. (2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period. (3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his

	obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so. (4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as

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	set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	Replace the first paragraph of Clause 9.1.4 with the following: "In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; …….. necessary changes"
9.1.5	Replace the first paragraph of Clause 9.1.5 with the following: If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "
9.1.5.5	No Clause
9.1.6	No Clause
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	Add the following as Clause 9.2.1.3.9: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	Add the following as Clause 9.2.4: In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.
9.3.2.2	Replace Clause 9.3.2.2 with the following: All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	No Clause
9.3.3	Add the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.

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10.1.3.1	Replace Clause 10.1.3.1 with the following:

	All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	Add the following as Clause 10.1.6: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.2.1	Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.
10.2.2	Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.
10.3.3	Replace Clause 10.3.3with the following:: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.
10.4.2	Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.
10.4.4	Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.

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10.5	Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event: 10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties. 10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.

10.6	No Clause
10.7	No Clause
10.10.3	Replace Clause 10.10.3 with the following: The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.

B 16.0 CONTRACT **PARTICIPATION** GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	*Select*
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	*Select*
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	*Select*
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	*Select*

(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	*Select*
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	*Select*

(g)	Labour Intensive Works – Condition of Contract.	*Select*
(h)		*Select*
(i)		*Select*

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E | n/a

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)]

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NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

	Not applicable

Guarantee for payment by employer [11.5.1; 11.10]	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B	B

Where the contractor does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio

Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B	

Where the contractor does not select an option, Option A shall apply.

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Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment, establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works.

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied. Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations. Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

REFERENCE /TESTIMONIAL TEMPLATE NO. 1

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder (All sections must be completed)

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____
   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Client contact number** _____
9. **Client physical address** _____
   _____
10. **Client e-mail address** _____
11. **Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

12. **Client signature** _____
13. **Date of testimonial** _____

Client Stamp here

REFERENCE /TESTIMONIAL TEMPLATE NO. 2

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder(All sections must be completed)

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____
   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Client contact number** _____
9. **Client physical address** _____
   _____
10. **Client e-mail address** _____
11. **Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

12. **Client signature** _____
13. **Date of testimonial** _____

Client Stamp here

REFERENCE /TESTIMONIAL TEMPLATE NO. 3

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder(All sections must be completed)

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____
   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Client contact number** _____
9. **Client physical address** _____
   _____
10. **Client e-mail address** _____
11. **Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

12. **Client signature** _____
13. **Date of testimonial** _____

Client Stamp here

REFERENCE /TESTIMONIAL TEMPLATE NO. 4

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder(All sections must be completed)

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____
   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Client contact number** _____
9. **Client physical address** _____
   _____
10. **Client e-mail address** _____
11. **Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

12. **Client signature** _____
13. **Date of testimonial** _____

Client Stamp here

REFERENCE /TESTIMONIAL TEMPLATE NO. 5

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder(All sections must be completed)

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____
   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Client contact number** _____
9. **Client physical address** _____
   _____
10. **Client e-mail address** _____
11. **Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

12. **Client signature** _____
13. **Date of testimonial** _____

Client Stamp here

REFERENCE /TESTIMONIAL TEMPLATE NO. 6

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder(All sections must be completed)

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____
   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Client contact number** _____
9. **Client physical address** _____
   _____
10. **Client e-mail address** _____
11. **Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
4. Quality of work					
5. Time					
6. Adherence					

12. **Client signature** _____
13. **Date of testimonial** _____

Client Stamp here

REFERENCE /TESTIMONIAL TEMPLATE NO. 7

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder(All sections must be completed)

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____
   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Client contact number** _____
9. **Client physical address** _____
   _____
10. **Client e-mail address** _____
11. **Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

12. **Client signature** _____
13. **Date of testimonial** _____

Client Stamp here