



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

PROJECT DESCRIPTION: GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

BID NO: PET09/2024
Closing Date: 10 December 2024
Closing Time: 11:00
Bid Briefing Meeting Date: 27 November 2024
Bid Briefing Meeting time: 11:00

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:

Enquires: **Bongiwe Ndaba**
Tel No: **041 408 2015** during office hour
Cell No: **None**
Email Address: Bongiwe.Ndaba@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Benny Nomzanga**
Tel No: **041 408 2195** during office hours
Cell No: **066 515 3586**
Email Address: Benny.nomzanga@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	PET09/2024	
Bid/ Project Description	GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS	
Bid Closing date & Time	Tuesday, 10 December 2024	Closing Time: 11:00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 27 November 2024	<i>Time of Bid Briefing (if any)</i> 11:00
Venue	Eben Donges Building, Ground Floor Hall	
SCM SPECIFIC ENQUIRIES:	Bongiwe Ndaba	Bongiwe.Ndaba@dpw.gov.za
	041 408 2015	None
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Benny Nomzanga	Benny.nomzanga@dpw.gov.za
	041 408 2195	066 515 3586
Bid Validity Period	84 calendar days	
Bid Document Price	R 200.00	
Procurement Plan Reference Number	1354	

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS		
Bid no:	PET09/2024	Procurement Plan Reference no:	1354
Advertising date:	Friday, 15 November 2024	Closing date:	Tuesday, 10 December 2024
Closing time:	11:00	Validity period:	84 calendar days

1. FUNCTIONALITY CRITERIA APPLICABLE

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:

Functionality criteria¹:	Weighting factor:
TOTAL	N/A

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	N/A
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

2. EVALUATION METHOD FOR RESPONSIVE BIDS

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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2.1 The 80/20 Preference points scoring system will be applicable for this bid

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

3. RESPONSIVENESS CRITERIA

3.1 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.	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	<input type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5.	<input checked="" type="checkbox"/>	Submission of DPW-07 Form of Offer and Acceptance
6.	<input checked="" type="checkbox"/>	There will be a compulsory site briefing meeting and all potential bidders must attend. (There are technical issues that are on the scope of work that have to be clarified)
7.	<input checked="" type="checkbox"/>	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.
8.	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
9.	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities /Lump Sum Document (complete document inclusive of all parts) together with his tender
10.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date.
11.	<input checked="" type="checkbox"/>	Submission of the documents below: A valid copy of company's PSIRA Certificate A valid copy of letter of Good standing with PSIRA for the company
12.	<input checked="" type="checkbox"/>	Submission of CV of Technician must be accompanied by at least minimum Module 1 to 3 Impro System Certificate
13.	<input checked="" type="checkbox"/>	Bidders to submit at least two testimonials/reference letters not older than 5 years from the closing date of the bid to prove relevant work experience on Access Control Systems or CCTV Testimonials /reference letters must have the following: 1. Project name and minimum amount of 450 000.00 2. Client Stamp 3. Email address , landline number and cell number

3.2 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.	<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
5.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6.	<input checked="" type="checkbox"/>	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.
7.	<input checked="" type="checkbox"/>	Submission 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.
8.	<input checked="" type="checkbox"/>	PA 10: GENERAL CONDITIONS OF CONTRACT
9.	<input checked="" type="checkbox"/>	Bids will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date.
10.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
11.	<input type="checkbox"/>	

3.3 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	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	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

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

4.1 For procurement transaction 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 for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> 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 Province	2	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

6. 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 200.00** is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	Eben Donges Building, Ground Floor Hall
Virtual meeting link:	N/A

Date:	<i>Date of Bid Briefing (if any)</i> 27 November 2024	Starting time:	<i>Time of Bid Briefing (if any)</i> 11:00
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8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	Benny Nomzanga	Telephone no:	041 408 2195
Cellular phone no	066 515 3586	Fax no:	N/A
E-mail	Benny.nomzanga@dpw.gov.za		

8.2 SCM enquiries may be addressed to:

SCM Official	Bongiwe Ndaba	Telephone no:	041 408 2015
Cellular phone no	N/A	Fax no:	N/A
E-mail	Bongiwe.Ndaba@dpw.gov.za		

9. 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, 10 December 2024

Closing Time: 11:00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha; 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
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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: PET09/2024

Bid/ Project Description: GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 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)

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

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.

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
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

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.

TERMS OF REFERENCE/ SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS

GQEERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

SUBSECTION 1: GENERAL INFORMATION

1.1 DOCUMENTATION

The Department of Public Works proposes to maintain for a period of 36 months the existing **security system equipment** at the department of Public Works and Infrastructure premises in the Port Elizabeth and surrounding areas. The complete scope of the Engineering Works is described in the documents listed on the contents page of this volume.

This Part (C2) contains the engineering specifications and schedules of quantities for the Engineering Works which shall be read in conjunction with the balance of the contract documentation including the Conditions of Contract.

The several parts forming this Part C2 function in the following manner.

Part C2.1: Project or Supplementary Specification: Subsection 1: Describes the scope of the installations and particular requirements for the construction of the Engineering Works and must be read in conjunction with the standard Specifications and the Schedule of Quantities. Subsection 1 provides certain supporting information related to the project.

Subsection 2 describes the scope of the Works by means of particular specifications for measured work.

The specification reference corresponds with the Schedule of Quantities reference (refer to the Preamble to the schedules Part C2.4).

References to the general and technical clauses of Part 2 and 3 or other documents are shown in brackets thus {...}. Such references shall, however, not be construed as being exclusive or comprehensive and it remains the Contractor's responsibility to make reference to such other specifications, standard or statute as relevant and necessary.

Part C2.2: General Requirements: Includes the relevant portions of Departmental Standard Specifications. The contractor shall be responsible for referencing the correct & complete standard specifications, notwithstanding any references in the text of this document or specific clauses included in this part of the document.

Part C2.3: Technical Requirements: Includes reference to the relevant portions of the Departmental Standard technical specifications. The contractor shall be responsible for referencing the correct & complete standard specifications, notwithstanding any references in the text of this document or specific clauses included in this part of the document.

Part C2.4: Schedules of Quantities (Pricing data) : Quantifies the Scope of the Works.

Part C2.5: Site information & proforma maintenance record & reporting documents

1.2 SITE INFORMATION

1.2.1 General

The sites of the proposed engineering works for this project are located at the premises listed in Part C2.5. The facilities are occupied by the Department of Public Works and Infrastructure.

The contractor shall assess each site to determine relevant data once his/her bid is accepted and shall together with the engineers prepare a new schedule of quantity for each site with the measured rates in the schedule of quantity of this document.

However more buildings shall be added or omitted in this contract as the project progress. The quantities stated on the schedule are the rate based contract and provisional and are subject to re-measurement upon completion.

1.2.2 Environmental Conditions

Environmental statistics for Port Elizabeth and surrounding area may be obtained from the SA Weather Office.

1.2.3 Electricity Supply

The permanent supply parameters are: 400/230V 50Hz.

Supplier: The relevant local Municipality or Eskom.

Electricity for the Works: Refer to **Facilities**.

1.2.4 Water supply

The water supply to the property is generally provided by the local Municipality.

1.2.5 Existing installation

The schedule of existing security installations are presented in Part C2.5.

1.3 STANDARD SPECIFICATIONS

The specifications make reference to certain national and international standard specifications as well as the standard specifications published by the Department of Public Works. Such specifications are not issued with this document but may be obtained from the relevant source. Source details for DPW documents are stated in the preambles to Part C2.2 contents & Part C2.3 contents.

The Contractor shall be entirely responsible for referencing all relevant standard specifications of the DPWI, SANS or other applicable published standard whether such standard is referenced in this document or not and ensuring compliance of the Engineering Works therewith. The references in this document to standard specifications shall not be construed as limiting, and are given merely as a guide for basic reference. Where SABS is stated, the applicable SANS shall apply.

SUBSECTION 2 : ENGINEERING MAINTENANCE WORKS

2.1 GENERAL ITEMS

2.1.1 CONDITIONS OF CONTRACT

2.1.1.1 Scope

The Contractor shall comply with the obligations and requirements of the Agreement and Contract Data (DPWI 05EC) documents contained in Part C1 including the General Conditions of Contract 2015 (GCC 2015).

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, including;

- Risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of the standardised specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.
- Head office and site overheads and supervision.
- Profit and financing costs.
- Sureties, employment related expenses, statutory expenses.
- Indemnities & insurances: Particular reference shall be made to clauses of the Contract Data (DPW-05EC). The contractor shall only be permitted to perform work on the site if a valid insurance policy document and proof of cover or premium payment have been submitted and approved.
- The Contractor shall maintain current registration and have paid the necessary fees to the Compensation Commissioner in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COID). The contractor shall only be permitted to perform work on any site if a valid Letter of Good Standing issued by the Compensation Commissioner has been submitted and approved.
- A detailed program for the execution of the maintenance at all equipment for the whole of the contract period, listing each of the equipment, its location and fixed dates of maintenance. The contractor shall be required to comply with the program at all times. Expenses of a general preliminary and general nature not specifically related to any item or items of permanent or temporary work.

2.1.1.2 Measurement

Fixed or time or value related sums for the stated items.

(a) Fixed

A sum that is not subject to adjustment as defined in the GCC 2015.

(b) Time Related

A sum that is proportionately adjustable in accordance with the Time for Completion and any extension of the Time for Completion.

(c) Value Related

A sum that is proportionately adjustable in accordance with the value of the contract excluding the total of all amounts included under clause 1.1 of Sub-Section 2 (Preliminary & General Items).

2.1.1.3 Payment

- a) Fixed: interim payment as evaluated by the Departmental Representative.
- b) Time related: In proportion to the elapsed time of the contract period.
- c) Value related: In proportion to the value certified for payment.

2.1.2. FACILITIES

The following facilities shall be provided by the contractor for the duration of the contract.

2.1.2.1 Administrative Facilities, Equipment and Materials

The following administrative facilities shall be provided.

2.1.2.2 Site Instruction Book

A4 carbon paper multiple copy book to be obtained from the DPWI Project Manager to whom the book shall be returned on completion. The contractor shall supply carbon paper. If a departmental CAFM is used this book is therefore not applicable. CAFM shall issue instructions to the contractor in the form of reference numbers from the Project leader and a Microsoft excel package shall be used by the contractor to report on a monthly basis the progress.

2.1.2.3 Communications Facilities

Telephone (landline), fax (landline) & email services shall be provided at the contractor's offices. Such facilities shall be reliable since instructions, drawings and documents shall be issued electronically to the Contractor.

2.1.2.4 Display Boards

Display signs shall be erected fixed to the control room/security room. The panels shall be rigid A4 size and contain the following information in an approved legible format. The panel shall be weatherproof and printed by a sign writer as approved.

- Contract number
- Employer's name
- Name of project
- Name of Departmental Representative
- This building is being maintained by Contractor's name, telephone number.
- Contract Period
- Fault reporting telephone number 0800 782 542

On completion of the contract the sign shall be removed and any holes filled & sealed or painted as appropriate.

2.1.2.5 Electricity & Water for the Works

The employer shall allow the use of water and electricity for construction free of charge. The contractor shall provide suitable temporary extension cables as necessary while work is being performed.

2.1.3 SAFETY

{Normative Reference Part C2.2: Occupational Health & safety}

2.1.3.1 Scope

The Contractor shall comply with the requirements of the Health & Safety Specification referenced above.

The Engineer has been appointed the Agent of the Employer.

The contractor shall refer to the Site information sub-section 1 and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is to be executed. Notwithstanding anything stated in this document the contractor shall be responsible for determining the safety requirement of each site.

Working areas shall be demarcated by means of suitable signs and warning tape which shall be occupied by staff during the contract period and shall be removed on completion of work.

Work in building interiors with gas torches or welding machines for joining pipe work shall be executed with care and temporary protection for any adjacent timber, ceiling, tile roof or other flammable material shall be employed. A dry powder fire extinguisher shall be provided by the contractor in the immediate vicinity of any work involving flame or electric arc.

2.1.3.2 Health & Safety Plan

A comprehensive H&S Plan shall be prepared and submitted for approval. A copy shall be available in the contractor's vehicle when attending any site to perform maintenance work.

2.1.3.3 Safety Officer:

An employee trained as required by the OHS Act shall be appointed for the duration of the contract period. The item shall allow for the costs of such officer during the period in which the safety officer's functions are performed.

2.1.3.4 First Aid Kit

A comprehensive first aid kit shall be readily available in the contractor's vehicle when attending any site to perform maintenance work.

2.1.3.5 Safety Meetings

Such meetings shall be at monthly intervals. The safety officer shall chair the meeting and keep written records of the proceedings. A copy of the records of each meeting shall be submitted to the engineer. The engineer or representative may attend the meetings for which written notice shall be issued.

2.1.3.6 Balance of Safety Related Items

The contractor shall provide for the balance of safety related items such as temporary marking, barriers, protective equipment and clothing, working with care, etc.

2.1.3.7 Measurement

Fixed or time related sums by item stated.

2.1.3.8 Payment

In proportion to time elapsed of the contract period.

2.1.4. ENGINEERING WORKS

2.1.4.1 Scope

The scope of the Works described in this document shall include the complete servicing and maintenance of existing security system equipments and guaranteeing free of defects for the full maintenance period of the complete installations specified comprising the following principal entities which are described under each section of the Project Specification, Part C2.1.

Buildings listed in Part C2.5 form the scope of the Engineering Works;

However more buildings shall be added or omitted in this contract as the project progress. The quantities stated on the schedule are provisional and are subject to re-measurement upon completion.

2.1.4.2 Purpose of the Proposed Engineering Works

The purpose of the maintenance project is to ensure that the security equipments installed is able to deliver full performance as required or in case of all emergencies.

2.1.4.3 Supervision and Management

The contractor shall supervise and manage the scope of work and provide everything necessary for the complete maintenance of the security equipment installed whether described in precise detail or not. Such supervision and management shall include periodic inspection of the site to check that the installation work complies with the specifications and instructions, attendance at site meetings and inspections as necessary or required. This item shall include allowances for construction tools specific to the installation and all relevant provisions. Arrangements shall be made with the occupants of buildings regarding access to the premises in order to execute the required services

All work shall be performed by employees of a security service provider that is registered with the Private Security Industry Regulation Authority (PSIRA) specializing in the provisioning and installation of security equipment as defined in the Private Security Industry Regulation Act of 2001.

The Contractor shall provide at his own cost a supply of Job Cards in accordance with the example included herein. The Job Card must be completed legibly in ink after completion of each service. In addition to the original completed Job Card submitted with the account, the contractor must submit a copy of the Job Card to the User Department for audit purposes. (Each day the contractor is on site, a job need to be completed and signed by both the contractor and the client)

2.1.4.4 Measurement

Time related sum.

2.1.4.5 Accommodating of Tenants (Client) Departments

It is possible that staff of the tenant (Client) Department's may be present on the site during the maintenance period. Such presence shall be respected without interference. Where it is necessary to isolate any electrical services, specific arrangements shall be made with the Client Department & confirmed in writing to the Departmental Representative.

2.1.4.6 Access Control & Identity of Staff

The User Departments maintain various levels of access control systems at the entrances to the sites. It may not always be possible to gain entry to such areas upon arrival and delays can occur. In certain areas Contractor's may require escorting by User Department staff. The Contractor shall comply with the requirements and instructions of such staff at all times. The Contractor shall bear the sole responsibility for arranging access to the sites as necessary.

The contractor shall maintain a daily schedule of employees at each site including time of entry to the site and any specific facility. Each employee shall display a company identity card with name, company and photograph. Working garments (not orange in colour) shall identify the contractor.

Should the work fall within a security area, the contractor must obtain, either from the SA National Defense Force (SANDF) or SA Police Services (SAPS), access cards for his personnel and employees who work within such an area. The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property by the SANDF or SAPS.

The Department or the Chief of the SANDF or the Commissioner of the SAPS may require the Contractor to have his personnel or a certain number of them security classified. In the event of either the Department, the Chief of the SANDF or the Commissioner of the SAPS requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

2.1.4.7 Rubbish and Waste Management

All rubbish and waste arising from the work must be removed the site and buildings left clean and tidy waste oil & fuel including items such as used filters shall be disposed of in an environmentally safe manner.

2.1.5 CONTRACTOR'S DRAWINGS & EQUIPMENT SPECIFICATIONS

2.1.5.1 Scope

Such drawings and/or documents for new and replacement equipment or components where required or necessary shall be submitted for record purposes. Documents for security equipments shall include full diagrams and component schedules which are suitable for incorporation into the O&M Manuals.

2.1.5.2 Particulars of Equipment & Materials

All equipment new & replacement shall be selected with due regard to the installation site conditions. Equipment shall at all times be selected to operate within the limits recommended by the particular manufacturer.

Where equipment shall be required to operate at conditions deviating from the manufacturer's standard selection tables, re-rating shall be performed strictly in accordance with the manufacturer's methods.

Product references, where given in this document, shall be taken merely as a guide to product selection, notwithstanding which, all equipment and materials shall comply fully with the specifications.

2.1.5.3 Material of Equal Quality

Replacement parts, spares and materials used shall be of equal specification to the component that is being replaced and must where possible carry the SANS mark of approval, but can be of a different size if specifically required by the Department. If such equivalent component is not available, then the alternative component must be approved by the Departmental Representative prior to installation.

A representative of the “user” department must sign for spares that have been used in the execution of services and details entered on the Job Cards.

The serial numbers of original and new components shall be entered on job cards and invoices presented for payment. The guarantee cards for items must also be attached to job cards.

2.1.6 HAZARDOUS MATERIAL REMOVAL

2.1.6.1 X-Ray Metal Scanner

The Hazardous Substances Act, 1973 (Act 15 of 1973) and Regulations (No R1332 of 3 August 1973) govern the safe use of X-Ray equipment in South Africa.

2.1.6.2 Scope:

Certain X-Ray Equipments at some sites might not be suitable for safe operation. Those items must be treated according to the relevant law applicable.

Risk analysis & safe work procedures relating to all X-ray Scanner work shall be included in the Health & Safety Plan as elsewhere measured.

Materials containing radiations are extremely hazardous to personal health and shall therefore be handled in terms of the hazardous substance act.

All handling of X-Ray Equipments shall be executed by an authorised person/s complying with the requirements of the Regulations. The certificate of the said authorised person/s shall be submitted to the Departmental Representative. The certificate shall remain valid for the entire period during which the said person/s is/are performing work on hazardous material. Allowance shall be made for everything necessary including but not limited to safety containers, protective clothing, signs, tools & complete decontamination upon the removal of samples or bulk lagging.

All affected equipment shall be removed and safely disposed in terms of the regulations. A disposal certificate shall be submitted on completion of all removals. The waste from individual site shall be safely stored until such time as the removal of all equipments has been completed such that one bulk disposal can be made.

2.1.6.3 Measurement

Transport is elsewhere measured which shall be excluded from the following items.

2.1.6.4 Removal and disposal:

The license holder must apply for and obtain permission from DOH by submitting a completed form RC002 **prior to** cancellation, modification, disposal and/or sale of x-ray equipment. Particulars regarding the type of disposal, e.g. sale, dismantling, disappearance or storage of a unit, must be furnished to DOH before the cancellation of the license will be effected.

2.2 GENERAL WORK

2.2.1 GENERAL SCOPE

In general the security equipment installed shall be maintained in a clean & serviceable condition. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

2.3 SECURITY SYSTEM EQUIPMENTS

2.3.1 Scope Summary

This tender involves the servicing and maintenance of the following security equipments indicated below:

- Access Control System
- X-Ray & Walkthrough Metal detectors
- CCTV Systems
- Intercom / Public Address / Evacuation Systems

The Security Systems Equipments are installed in Buildings listed in Part C2.5, under the control of the National Department of Public Works.

It is a specific condition of this contract that all new work or additions of any nature whatsoever are excluded. Where it is necessary to replace any equipment the Department reserves the right to ask for quotations and to accept the lowest. The replaced equipments shall remain the property of the Department of Public Works.

Tenderers are to note that they must fully acquaint themselves with the nature of the work to be carried out, the locality of the system and any possible hindrances in the execution of the service (entry clearance, etc.) and to allow for all of these factors in their prices, as any later claim shall not be entertained.

The contractor must supply all expendable material such as cleaning material necessary for the proper execution of the servicing.

At premises where computers, delicate tests, machines and passenger lifts are in operation, the services cannot be done during normal working hours and arrangement must be made for performing the services on Saturdays or after hours, which shall form part of the contract.

Simulated power failures in conjunction with all parties concerned are also to be arranged.

No claims shall be considered for specialized labour and advice, equipment or special equipment or transportation of same for services/repairs/maintenance, other than that is specified in the schedule of quantity.

Certain new replacement components are specified on a provisional basis to be installed as required.

During each visit to a plant the contractor shall attend to all items listed on each checklist. All irregularities and comments must be reported by the contractor in the spaces provided in the check lists. A duplicate

copy of the completed check lists for each visit must be kept at each site and the contractor must make provision in each site for a document holder secured to the wall for this purpose. The contractor shall allow for & arrange for the reproduction of the proforma checklists at his own cost for the use in all sites.

The work shall be carried out by a competent technician all in accordance with the Basic Conditions of Employment Act no 75 of 1997.

All work carried out and all equipment and material supplied in terms of this procedure shall comply with the original equipment manufacturer's specifications and operation and maintenance instructions. The contractor shall be responsible for obtaining such documents, however, copies of the existing operating & maintenance manuals may be obtained from the DPW. The existence or suitability of such DPW documents is not warranted.

2.3.2 Warning notices

Where necessary existing signs shall be replaced with new items. Existing signs shall be removed and the remaining fixing holes in the wall, door or panel shall be made good and refinished to match the surrounding area. Refinishing is measured elsewhere.

The signs shall comply with

Warning Notices

Notices, in both official languages, must be installed in the plant rooms.

The contents of these notices are summarized below.

- Unauthorised entry prohibited.
- Unauthorized handing of equipment prohibited.
- Procedure in case of electric shock.
- Procedure in case of fire.

Manufactured from a UV resistant ABS plastics sheet 2,5mm thick. Lettering and graphics on the sheet shall consist of either screenprinted or adhesive characters in a UV resistant material. Lettering & graphics shall be non fading. Fixing holes (4) shall be formed at each corner of the sign.

The format & artwork of all signs are subject to the approval of the Engineer.

Fixings, including the making of holes in the support surface shall consist of the following:

- § On timber : Stainless steel roundhead wood screws and washers
- § On brickwork: As for timber but with a plastics wall plug in the wall hole drilled for the purpose.
- § On panels or enclosures: Aluminium "pop" rivets & washers.

2.3.3 Maintenance of Metal Plant Components

2.3.3.1 Normative Reference:

DPW Standard Paint Specification C39

2.3.3.2 Scope

Where required, any corroded or damaged components shall be repaired such as to match the surrounding components of the plant. In the case of in-situ repairs, the corroded surface area shall be completely cleaned of corrosion products, degreased, treated with a suitable metal primer and undercoat prior to overcoating the complete panel on which the repair has been made.

Any firmly adhering paint outside the repaired area shall be abraded and degreased prior to overcoating.

The edges of surrounding firm paintwork shall be faired such that edges are not visible after the finish coats have been applied. All surface coatings shall be applied strictly in accordance with the product manufacturer's specifications. The contractor shall ensure that the new coating products are compatible with any existing finish which is overcoated.

In-situ repairs shall be performed using an air powered spray applicator. Areas surrounding the work section shall be effectively masked to prevent overspray. Should overspray occur, the contaminated surface shall be immediately cleaned.

All products shall be suitable for interior and exterior use. Manufacturer's data sheets shall be submitted to demonstrate compliance with the specification and for application monitoring purposes.

2.3.3.3 Particulars

In-situ repair: Gloss air drying spray applied enamel
Minimum two coats of finish colour for an overall minimum dry film thickness (dft) of 100µm, including primer & undercoat.

2.3.3.4 Measurement

Area in square metres (m²) coated including surface preparations & all coats distinguished by process.

Transport measured in Dayworks.

2.3.4 Site Maintenance and Servicing (Planned)

2.3.4.1 Scope (Three Monthly) Maintenance & Servicing

The existing security equipment installations and control room details as applicable shall be verified and recorded on the contractor's first service visit to each plant. Drawings of the existing installations are not available.

The Contractor shall fully acquaint themselves with the nature of the works to be carried out, the locality of the plant and any possible hindrances in the execution of the service (entry clearance, etc) and to allow for all of these factors in their prices, as any later claim bases on want knowledge shall not be entertained.

Security equipments installations shall be maintained and serviced every three months in accordance with the inspection schedules contained in Part C2.5 commencing from the first service. The condition of the security equipment installations including the Control room and electrical shall be surveyed on each service visit to each site, the information being recorded and submitted in schedule format to the Engineer for record. Such records shall include any damage or equipment faults. The plant condition reports contained in Part C2.5 shall be employed for this purpose.

Maintenance shall include the execution of all items in accordance with *Part C2.5 Check list for Maintenance*, all site expendable material (consumable sundries) and labour, etc, but excluding transport which is measured under Dayworks.

All spares shall comply with the original equipment manufacturer's (OEM) specifications.

The disposal of X-Ray units should refer to the hazardous material removal and disposal procedures. A certificate of disposal shall be obtained. **Please note that X-ray Machines are no longer covered under this contract***

The existing electrical installation which is directly associated with security equipment installations shall be maintained in a safe, serviceable, clean & operational condition. Such associated electrical installations shall include the electrical distribution board containing the circuit breaker connecting to the dedicated switch socket outlet in the control room.

Maintenance of the electrical installation as specified shall include the submission of detailed maintenance

records. Such maintenance shall be performed during the same visit during which the security equipments installations are maintained.

The requirements for electrical maintenance & servicing of security equipments installations are specified in part C2.5 which shall be completed at every maintenance visit & submitted for record & payment.

2.3.4.2 Measurement

Number of service & maintenance visits with distinction between security equipments installations of differing ratings. The rate shall include all necessary labour, materials, parts, consumables, reports, document copies and disposal of used waste materials and parts. Materials and parts shall include for the complete servicing of the security equipment installations.

Payment shall be subject to submission of claims for payment with acceptable maintenance reports comprising completed maintenance checklists and job cards, signed and dated.

Transport measured in Dayworks.

2.4. TESTING, COMMISSIONING & MAINTENANCE

2.4.1 OPERATING & MAINTENANCE (O&M) DOCUMENTS

2.4.1.1 Scope

Comprehensive supplementary O&M documents shall be compiled for any new components which have been installed in the course of the maintenance and servicing of the Security Equipments.

Draft copies of the documents shall be submitted to the Departmental Representative for scrutiny and any necessary revisions shall be made prior to submission of multiple copies of the approved document. The final copies shall be submitted in a ring binder file or files divided into sections per affected equipment.

2.4.1.2 Measurement

Draft copies: Fixed sum for all documents for all affected equipment including any resubmissions to achieve approval.

Final copies: Number of copies of the complete set of supplementary documents per affected equipment. Four copies of each set of documents shall be submitted.

2.5 DAYWORKS, PROVISIONAL SUMS & CONTINGENCIES

2.5.1 DAY WORKS

2.5.1.1 Scope

Provide for certain works to be executed on the basis of Dayworks where specified or instructed. This item may only be utilised on the specific instruction of the Engineer. All overhead costs shall be included.

In the case of work provided for, in terms of Provisional Sums, the Contractor shall submit a detailed quotation prior to commencing work. The amount of the quotation shall not be exceeded without approval prior to completion of the work concerned. In the case of Transport for planned maintenance, a prior quotation is not required.

2.5.1.2 Measurement

Labour: Time (hrs) including the full cost of employment such as wages, transport (excluding authorised transport), insurances, subsistence, allowances, overheads, etc. Materials mark-up as a portion of proven materials cost $15\% = 0,15$.

Materials: An allowance for the cost of materials utilised in connection with work performed in terms of dayworks. The materials mark-up rate shall allow full compensation to the Contractor for quotation profit

& attendance costs. The mark-up rate shall be given as a portion of the proven cost of the materials utilised, i.e. 15% must be entered as 0, 15.

Transport: Authorised distance travelled measured in km, is separately quantified.

Vehicular transport measured in km between the reference location and the various sites at which services are performed shall be determined on the basis of the following distance table. 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. Where more than one service is performed on the same day in the same area transport costs shall be calculated on actual distance travelled as defined in this measurement clause. The measured quantity in km is provisional to be adjusted as utilised. The distances travelled shall be recorded in a log book with odometer readings, date, origin & destination places. Logbook copies shall be submitted with the monthly job card claims.

Reference Location: General Post Office, Govan Mbeki Avenue, Central, Port Elizabeth.

The following table illustrates an example of the method of measurement which shall be adopted in order to minimise travel costs. It is the Contractor'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. Any such return journey shall be fully motivated and approved prior to the event.

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

2.5.1.3 Payment

Payment shall be subject to the submission of a detailed claim for materials utilised and transport. Together with the monthly submission of job cards for maintenance & servicing or other tasks instructed to be performed in terms of dayworks. Payment claims shall include full details of the work performed with supporting materials invoices, close-out reports, labour time sheets & transport details with distance travelled log.

2.5.2 PROVISIONAL SUMS

2.5.2.1 Repairs, Additional Work & Special Tests

2.5.2.1.1 Scope

The Employer may require certain repairs, Additional Work or special tests to be effected on any equipment at the various sites whether included in the specified scope of works or not. Such work shall be executed only on specific instruction by the Departmental Representative.

2.5.2.1.2 Measurement & Payment

Determined in accordance with Dayworks.

2.5.2.2 Unplanned Maintenance

2.5.2.2.1 Scope

The Department operates a reporting system for any equipment faults or breakdowns (complaints) which may occur.

Client or tenant department staff report such equipment faults or breakdowns to the DPW call centre which shall log the complaint and transmit it by fax to the Contractor.

The contractor shall respond to the complaint as necessary in accordance with the assigned priority level & the complaint shall be remedied as necessary to restore the equipment to full operation in the minimum time. On completion of the complaint remedy the contractor shall complete a close-out form and submit to the Departmental Representative with a copy to the facility concerned. The Departmental Representative shall be responsible for closing the call. The Contractor shall be responsible for obtaining the fax number of each facility and establishing to whom the said fax must be transmitted.

Should the contractor not be able to complete the required repair work within the maximum down-time period allowed, it shall be his responsibility to obtain extension of down-time from the Departmental Representative. The written report shall clearly state the reasons for the extension, as well as the actual extension required.

Extension of down-time shall only be granted by the Departmental Representative if;

(a) The maximum down-time is unreasonable in relation to the scope of the repair work required.

(b) The delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly does not enable the contractor to successfully complete the repair work within the maximum breakdown down-time allowed.

Priority Level	Maximum Down-Time Allowed (MDTA)
Fatal breakdown where specified	4 hours (immediate response)
Emergency breakdown	36 hours
Ordinary breakdown	7 days

“Maximum down time” shall mean the period of time allowed repairing a breakdown, and “actual down-time” shall mean the measured period from the instant when the breakdown was logged with the contractor until the installation has been repaired to its functional specification.

DEPARTMENT OF PUBLIC WORKS

GQEBERHA : PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

PART: C2.2

GENERAL REQUIREMENTS

Section 1 Occupational Health & Safety

Part C2.2 consists of clauses relevant to this contract which have been extracted from the following DPW Standard specifications to which Reference shall be made. Such clauses are included in this document for reference only and the said standard document in its complete form will remain the governing document in terms of this contract.

Occupational Health & Safety: Specification SI

Copies of the said standard specifications may be obtained from the offices of the Department of Public Works at the Eben Donges Building, North End, Port Elizabeth. Alternatively, software files may be viewed or downloaded from the DPW website at www.publicworks.gov.za/documents/consultants documents.

SECTION 1 OCCUPATIONAL HEALTH AND SAFETY

Definition: The “**Principal Contractor**” as defined in the Construction Regulations and used in this section of the specification shall mean the “Contractor” as defined in clause 1.1.8 of General Conditions of Contract 2004.

CONTENTS

1. Applicable legislation and regulations
2. Scope of work
3. The principle contractor’s general duties
4. The principle contractor’s specific duties
5. The principle contractor’s specific duties with regard to Hazardous work activities

1. APPLICABLE LEGISLATION AND REGULATIONS

This document was prepared to guide the Agent in the compilation of a Health and Safety Specification in terms of Sub-regulation 4(1)a of the Construction Regulation as published under Government Notice R.2003 of 18 July 2003. The content of this document or the fact it was made available for the use of the Agent will not relieve the Agent of any of his obligations in terms of the act.

The Occupational Health and Safety Act 1993 (Act No. 85 of 1993), together with its applicable regulations (“the Act”) forms part of this Health and Safety Specification. Any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned to it unless the context otherwise indicates.

2.SCOPE OF WORK

All work forming part of this Contract is divided into installations. The repair work to be performed as part of an installation under this Contract mainly consists of the works described in the project specification C2.1.

3. THE CONTRACTOR’S GENERAL DUTIES

The Principal Contractor’s general duties in terms of this Health and Safety Specification are, but not limited to, the following:

- § Every Principal Contractor shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees and other contractors.
- § Without derogating from the generality of a Principal Contractor’s duties under subsection (1), the matters to which those duties refer include in particular -
 - the provision and maintenance of systems of work, plant and machinery that, as far as is reasonably practicable, are safe and without risks to health;
 - taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees and other contractors, before resorting to personal protective equipment;
 - making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
 - establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant

or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;

- providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees and other contractors;
- not permitting any employee or contractor to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
- taking all necessary measures to ensure that the requirements of this Health and Safety Specification are complied with by every person in his employment or on premises under his control where plant or machinery is used;
- enforcing such measures as may be necessary in the interest of health and safety;
- ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented; and
- causing all employees and other contractors to be informed regarding the scope of their authority as contemplated in section 37(1)(b) of the Act.

4. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of this Health and Safety Specification are specified in the Construction Regulation as published under Government Notice R. 2003 of 18 July 2003 (Herein referred to as "Construction Regulation, 2003").

The Principal Contractor is specifically referred to the following sub regulations of the Construction Regulation, 2003:

Subject	Applicable sub regulation of the Construction Regulation, 2003.
Definitions	1
Scope of application	2
Notification of construction work	3
Principal Contractor and Contractor	5
Supervision of construction work	6
Risk assessment	7
Approved inspection authorities	29
Offences and penalties	30
Withdrawal of regulations	31
Short title	32

The Principal Contractor will acquaint himself with these duties and will make provision in his Contract price for the implementation and supervision of these duties.

5. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES WITH REGARD TO HAZARDOUS WORK OR ACTIVITIES

The following work or activities are defined as hazardous in terms of the Construction Regulations, 2003 and it is the duty of the Principal Contractor to ensure that the said work and activities are performed or carried out in terms of the relevant sub regulations of the Construction Regulation, 2003 and other applicable Regulations.

Hazardous work or activity	Applicable sub regulation of the Construction Regulation, 2003.	Other applicable Regulations
Fall protection	8	
Structures	9	
Formwork and support work	10	
Excavation	11	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Demolition work	12	Asbestos related work will be conducted in accordance with the Asbestos Regulations published under Government Notice R. 155 of 10 February 2002 as amended. Lead related work will be conducted in accordance with the Lead Regulations published under Government Notice R. 236 of 28 February 2002 as amended.
Tunnelling	13	Any tunnelling activities will comply with the Tunnelling Regulations published under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) as amended.
Scaffolding	14	Section 44 of the Act.
Suspended scaffolds	15	Section 44 of the Act.
Boatswains chairs	16	
Material hoists	17	
Batch plants	18	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended. The Principal Contractor will ensure that all lifting machines and lifting tackle used in the operation of batch plant complies

Hazardous work or activity	Applicable sub regulation of the Construction Regulation, 2003.	Other applicable Regulations
		with the requirements of the Driven Machinery Regulations as published under Government Notice R.295 of 26 February 1988, as amended. The Principal Contractor will ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres when entering a silo, as stipulated in the Electrical Installation Regulations as published under Government Notice R.2271 of 11 October 1995, as amended.
Explosive powered tools	19	
Cranes	20	Applicable provisions of the Driven Machinery Regulations as published under Government Notice R.533 of 16 March 1990, as amended.
Construction vehicles	21	
Electrical installations and machinery on construction sites.	22	Applicable provisions in the Electrical Installation Regulations published under Government notice R.2920 of 23 October 1992 and the Electrical Machinery Regulations published under Government Notice R.1953 of 12 August 1988 respectively as amended.
Use and temporary storage of flammable liquids on construction sites.	23	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Water environments	36	
Housekeeping on construction sites.	25	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.
Stacking and storage on construction sites.	26	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.

Hazardous work or activity	Applicable sub regulation of the Construction Regulation, 2003.	Other applicable Regulations
Fire precautions on construction sites.	27	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.
Construction Welfare facilities	28	Applicable provisions as stipulated in the Facilities Regulations under Government Notice R.1593 of 12 August 1988, as amended.
X-Ray equipment		The Hazardous Substances Act, 1973 (Act 15 of 1973) and Regulations (No R1332 of 3 August 1973) govern the safe use of X-Ray equipment in South Africa.

DEPARTMENT OF PUBLIC WORKS

GQEBERHA : PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

PART: C2.3

TECHNICAL SPECIFICATION

Part C2.3 consists of clauses relevant to this contract which have been extracted from the following DPW Standard specifications to which Reference shall be made. Such clauses are included in this document for reference only and the said standard document in its complete form will remain the governing document in terms of this contract.

Quality Specification for Material & Equipment of Electrical Installations.

Standard technical specification for an integrated security system.

Copies of the said standard specifications may be obtained from the offices of the Department of Public Works at the Eben Donges Building; North End; Port Elizabeth.

GENERAL

The Contractor shall be responsible for ensuring that all the systems that are enlisted in this document are correctly maintained in a proper working condition at all time. This will involve arranging for the system to be verified, tested and serviced as described in this manual.

The maintenance procedures described are recommendations. There may be additional requirements or regulations imposed by local authorities. Wherever there is a conflict with the recommendations described in this document, then the local authority regulation shall follow.

The maintenance procedures shall be conducted on a 3 monthly basis on all the equipment's listed in C2.5 of this document for a 36 months contract period.

The quarterly services are to be conducted to determine that the systems are functioning to its installation specifications at all time.

ACCESS CONTROL SYSTEM

General

Performance/Acceptance Testing of Access Control Systems

These tests and procedures shall check and provide assurance that the access control system components installed at the access controlled doors are functioning appropriately.

The contractor shall perform two levels of testing on the access control and alarm system depending on operational constraints imposed on the site.

Level 1 procedure

These procedures shall provide assurance that electronic access controls are in place at doors and that the capability to report an alarm if the door is forced opened. This shall provide basic assurance of proper alarm reporting. It shall not check full performance testing that would indicate neither that all hardware is functional nor that the conceptual design has been properly implemented.

Level 2 procedure

These procedures shall provide assurance that all hardware and critical software has been tested and meets the intent of the conceptual design. Checks are made on the documentation and training as supplied by the installer.

The Doors are controlled by a proximity card reader or similar credential, personal identification number (PIN), or biometric device, magnetic lock, and pneumatic door closer.

Level 1 Procedures Field Test Procedure

1. The Contractor must have experience in identifying the hardware mounted on each of the door.
2. The Contractor shall mark the data form with the location and identification of the door and circle all visible hardware on the inside and outside of the doors.
 1. From the outside of the door, when the door is locked, the Contractor shall pull and push (in an up/down and in/out motion) on door to ensure that the door does not open or provide for a visible gap between the door and the door jam anywhere from the top to the bottom of the doorway. A visible gap is defined as large enough opening that a small object, such as a pencil or standard ballpoint pen, could fit through without applying undo force on the object. Mark on any movement that is noticed. Mark after verifying with the alarm/no alarm status during test.
2. Door tests
 - Contractor shall present a non-valid credential and verify that door does not open.
 - Contractor shall present a valid credential and verify that door opens.
 - Contractor shall present a valid credential, enter an invalid PIN, and verify that door does not open.
 - Contractor shall present an invalid credential, enter a valid PIN, and verify that door does not open.
 - Contractor shall present a valid credential, enter a valid PIN, and verify that door opens.
5. Contractor shall utilize a valid credential and PIN to verify for the hardware mounted on the doorway.
6. Contractor shall verify all information on the test data sheet is correct and continue to the next door.

Level 2 Procedures

1. The door-monitoring sensor should detect movement of the door before that movement reaches 25mm.
2. Contractor shall verify that movement of the door less than 12mm should not cause a false alarm indication from the device.
3. The access controls for the door shall be verified for operation
 - a. Authorized cards
 - b. Unauthorized cards
 - c. Wrong Pin
 - d. Door opened too long
 - e. Doors Forced or tampered
4. Contractor shall check all tampers associated with the door hardware and signal junction boxes.
 - a. Door Position monitoring device
 - b. Signal Junction boxes
 - c. Badge Readers
5. The alarm monitoring station shall be verified for reporting of all alarms and interference from the access controlled doors and signal junction boxes associated with protecting the site.
 - a. Are the proper procedures followed?
 - b. If graphical maps are used, are they accurate?
 - c. Approximate time for alarm generation to alarm reporting
 - d. Accuracy of alarm test indications?

Other general information that shall be requested concerns the operation and maintenance of the system are listed below. This information shall focus on the documentation of the system and its components:

1. How to operate and maintain the system?
2. A schedule of training classes if any that were provided.
3. Documentation of training of the operators and system administrators.
4. Check all wiring and termination of the system.
5. Configuration information indicating all of the current setups (delays, door open times) and digital addresses associated with each access control components
6. Check for all card readers / Bio-metric readers' functionality. Detail any problems and inform the client.
7. Inspect cables for any signs of wear and tear.
8. All cable ducts, conduit or any other cable containment must be securely fastened and sealed to ensure there is no insect penetration.
9. Check batteries terminals for corrosion; apply some petroleum jelly to the terminals to avoid corrosion.
10. Turn the mains 220vac off and ensure locks and readers function when the mains fails.
11. Clean Bio-Metric optical glass with a damp soft cloth.
12. On line Access Control computers should be verified for corrupt databases, faults must be corrected immediately by running software repair tools.
13. Databases need to be backed up onto DVD or CD and handed over to the client for safe keeping.
14. Defragment the computer's hard drive.

15. Clean screen, keyboard and mouse.

These procedures do not attempt to check the every possible configuration of the system for all circumstances, but to check the hardware and its functions to an acceptance level at a known performance level.

The procedure for each set of door hardware may vary depending on the configuration of the door and shall use the attached data collection performance sheets to drive each test. The basic flow for the hardware tests are outlined below:

Test Performance Measure for Access Controlled Doors

1. Test door for movement while door is in the closed state. An alarm shall not be generated with door movement of up to 12mm. This shall involve pulling and pushing the door against the locking mechanism. Record any BMS alarms generated from movement of door. The Contractor shall test the door for approximately 15 seconds using strong pull and push motion against the door. Repeat test 10 times. The Door shall pass the test if no alarms are generated.
2. Unlock door locking mechanism and measure door movement. An alarm shall be generated by the time leading edge of the door has moved 25mm from the closed position against the door. The measurement is made beginning with the leading edge of the door against the door in the closed position. From this position, open the door slowly until an alarm occurs. The contractor shall measure the distance that the leading edge of the door has moved. The BMS passes if the movement distance is 25mm or less. Repeat test 10 times. Any failure to detect within the 25mm shall result in a failure of the test conducted.

Test Performance Measure for Access Control System

1. Authorized badge and PIN should release the electronic lock and system should record a transaction (badge, date/time stamp).
2. Unauthorized badge and/or PIN should not release the electronic lock and system should record attempted entry (badge, date/time stamp).
3. Generate a door open alarm and time to see that the alarm is received by the alarm station within one second.
4. Door open time shall be tested by using an authorized badge and PIN. The time from the entry of the last PIN number to the time that the door is unlocked shall be timed. This should not exceed 3 seconds. This test should be repeated 10 times.

The contractor shall further complete the maintenance report and discuss work conducted with the engineer and return the Access Control System to the operational status.

WALKTHROUGH METAL DETECTOR

On each visit to the various machines the contractor must attend to all the items listed in the check list for Walkthrough Metal detector in C2.5.

A competent Technician shall be used to execute the work in accordance with the Basic Conditions of Employment Act no. 75 of 1997.

All irregularities and comments must be reported by the contractor in the spaces provided in the check lists. A duplicate copy of the completed check lists for each visit must be kept at the machines. The contractor shall make provision for a document holder for each machine, secured to the machine or inside panel, for this purpose.

Maintenance work may only be performed by a qualified technician.

Before any maintenance work is carried out, ensure you have read and understand any Service Information and Safety Information for the particular type of unit being serviced. It is the contractor's responsibility to obtain and to maintain documentation from the various manufacturers of the units at his own cost.

SAFETY CHECK

- a. At the beginning of the preventive maintenance, a measure of the External dose rating (leakage radiation) must be carried out and compared to the unit's specification.
- b. Check of lead curtains and lead shielding as well as checks for any evidently damaged system parts.
- c. Damaged side / top panels must be replaced in order to avoid injuries and soiling and to prevent persons from putting hands into system.
- d. Damaged or loosened suspension devices or hinges must be repaired or replaced.
- e. Scratched or missing labels must be renewed. (OHS act to be adhered to in terms of labels).
- f. Ensure E-Stops are functional and replace if faulty.
- g. Ensure key switch is functional, replace if faulty.
- h. Ensure unit is standing level, adjust if necessary.

CLEANING THE SYSTEM

- a. Both the inside of the machine as well as the outside is to be cleaned.
- b. Use compressed air to clean out the machine.
- c. Light barriers inside the units tunnel must be cleaned
- d. Conveyor belt to be checked and cleaned.

CHECK CONTROL ELEMENTS

Control elements located on the system housing – key switches, power-On key's or push buttons, emergency Stops, X-Ray On indications, Power –Off, Foot switches or foot mat's, oversize detectors etc.) as well as on the keyboard's as well as on the monitor.

In this step the mechanical status of the control elements must be checked and replace damage key and indicator caps, test all switches and pushbuttons for function.

CHECK PROTECTIVE EARTH WIRING

Use an ohmmeter to check the protective earth wiring between the mains plug and the main distribution of the system. Besides that check the protective earth wiring on both ends of the key board connections cables, the system chassis and all other parts of the unit must be earthed.

CHECK SUPPLY VOLTAGES

To avoid damage of the electronic components, the input voltage of the unit must be checked. Supply voltage of the power supplies must be checked and adjusted if necessary.

CHECK ROLLERS

Units fitted with extension rollers need to have the rollers checked and if the rollers are damaged then they must be replaced, a faulty roller could cause injury to a person by squeezing the hand between the rollers and the unit. Jumping rollers must be fixed to their support mountings.

CHECK MOTORS

Check drum and chain motors for tightness; in case of oil leakage, luggage items or parts of the system might be soiled, moreover, check the motor bearings during a trial run for excessive noise.

CHECK FUNCTIONAL TEST

After having finished the preventive maintenance, a functional test must be carried out as follows:

- Put a test case into the front tunnel part, the case must lie flat on the belt.
- Switch on system.
- Check if all power On indicators light up, ensure **WAIT** indicator lights up for a short period.
- Start conveyor belt and can test case.
- During inspection, stop, start and reverse the conveyer belt several times to ensure system works correctly.
- Check all X – Ray indicators work correctly.
- Check if the test case is **completely** visible on the screen and if the image background is free of stripes or other image interference.
- Check in color and black and white there must be no image distortion.
- Ensure that the displayed case corresponds to its actual proportions on the monitor and adjust if necessary.
- Check if penetration corresponds to the Technical Specification of the unit and correct if necessary.

WALK THROUGH METAL DETACTORS

Before any maintenance work is carried out, ensure you have read and understand any Service Information and Safety Information for the particular type of unit being serviced. It is the contractor's responsibility to obtain and to maintain documentation from the various manufacturers of the units at his own cost.

SAFETY CHECK

- a. Damaged side / top panels must be replaced in order to avoid injuries and soiling and to prevent persons from putting hands into system.
- b. Damaged or loosened suspension devices or hinges must be repaired or replaced.
- c. Scratched or missing labels must be renewed. (OHS act to be adhered to in terms of labels).
- d. Ensure key switch is functional, replace if faulty.
- e. Ensure unit is standing level, adjust if necessary.

CLEANING THE SYSTEM

- a. Both the inside of the unit as well as the outside is to be cleaned.
- b. Use compressed air to clean out the top housing containing the electronic PC board.
Light barriers on the inside of the unit must be cleaned

CCTV SYSTEM

Visual Inspection

The Contractor shall inspect all accessible major CCTV components including cabling and connections for deterioration or damage.

Camera

The Contractor shall allow for the following test to be executed wherever applicable:

- Check cameras, housing, supporting brackets and towers for deterioration or damage.
- Clean CCTV cameras located outside, clean the inner glass.
- Remove the camera housing and clean the inner glass.
- Remove the camera and clean the camera lenses with a damp soft cloth. Care shall be taken not to scratch the lens of the camera.
- Check the camera field of view is correct and lenses correctly focused.
- Check all camera bracket fittings and clamping bolts are tight.
- Check operation of auto iris lenses as appropriate.
- Check and adjust operation of wiper unit if installed.
- Check and adjust Pan Tilt and Zoom units.
- Check operations of infrared units.
- Ensure that the power supply used for the camera is performing according to the specification.
- Ensure that there is no AC ripple onto of a DC voltage if the camera is a DC camera.
- Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report.

Monitors

The Contractor shall allow for the following test to be executed wherever applicable:

- Check monitors and cable connections for deterioration or damage.
- Check controls and adjust for best pictures.
- Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report.

Controls

The Contractor shall allow for the following test to be executed wherever applicable:

- Check controls and cable connections for deterioration or damage
- Check operation of switchers and multiplex controllers
- Check and adjust time and date settings.
- Check operations of telemetry controllers.
- Clean key board, mouse and screen.
- Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report.

Digital Video Recording System

The Contractor shall allow for the following test to be executed wherever applicable:

- Check for 'hours' operation indicator and recommend for removal for services as appropriate.
- Check recorders for deterioration or damage.
- Check operation controls and make short test recording.
- Check and adjust time/date settings and time lapse/memory settings.
- Check recording and playback quality.
- Ensure that recording settings are optimum for length of time and quality.
- Ensure all cooling fans are operational, if not notify the client.
- Use a blower and blow the dust out of the recorder.
- Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report.

The contractor shall further complete the maintenance report and discuss work conducted with the engineer and return the CCTV system to operational status.

INTERCOM / PUBLIC ADDRESS / EVACUATION SYSTEM

Intercom Inspection

The Contractor shall allow for the following test to be executed wherever applicable:

1. Check the intercom by making calls and shall record the clarity of each call.
2. Adjust either the volume at the hand set or the call point for clarity of sound.
3. Ensure cables are terminated properly.
4. Ensure that the intercoms mounted outdoor are not damaged by any external factors such as weather or insects.

Public Address / Evacuation – Inspection

The Contractor shall allow for the following test to be executed wherever applicable:

1. Clean out equipment rack housing amplifier equipment.
2. Ensure all amps are ON and functional.
3. Any faults on the system must be repaired before further tests can be executed.
4. If equipment is fitted with a battery back-up supply unit, turn the mains off and ensure units operate from the back-up supply. (Operate the system from the battery supply for the remainder of the tests). Indicate on the check list report should the system not operate for a minimum period of 20 minutes.
5. Ensure the microphone is operational.
6. Ensure the Evacuation tone's sound for Fire, Bomb and Evacuation. Also check the All Clear tone's sound. Ensure that a message is broadcasted to notify all persons in the building that the system is being tested. Remember to notify everyone once all tests are complete and the system is in a standby mode and ready.
7. All speakers must be tested per floor and inside court yards.
8. Check cables for any damage.
9. Ensure there is no corrosion on the battery terminals on the standby supply units.
10. Ensure all speaker cables leading from the amplifiers etc. are terminated correctly.
11. Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report.

Quarterly Checks

Log book analysis

The contractor shall prepare the system to be tested by reading through the log book. Any corrective action that has not been taken should be noted and executed during the service.

Service and pre-service check

- Use the panel menu to verify if all the sensors that are in a "service" or "pre-service" condition, which indicates that the sensors are contaminated. Should any equipment need to be replaced or deemed beyond repair then it shall be reported in the check list report.

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.

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.

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 then be enabled.

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.

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.

Fault test

Remove one sensor in the system and check that the panel correctly reports the event. Accept the fault and reset the panel.

Panel controls test

Check that all control functions, the ACCEPT - and RESET keys, are operating correctly.

Printer test

Make sure that the printer is printing all events generated during the service.

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.

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.

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.

Battery operation check

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 36 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.

Time and date set

Set the correct time and date on the panel, if necessary.

Input-Output configuration test

Verify by testing that the input-output mapping operates as programmed. Activate an input, such as a sensor, call point, or interface unit and verify that the correct output is functioning. Also check that the output functions correctly, for example, that they transmit signals continuously and that any delays operate correctly, etc.

Building changes check

Visually check that the internal structural layout of the building, including inter-office partitioning, has not changed from the system specification to such an extent that it may affect the efficient operation of the fire alarm system.

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.

UPS SYSTEM

The Contractor shall be responsible for ensuring that the UPS system is correctly maintained in a proper working condition at all time for all Access control systems and CCTV Systems.

UPS

- Perform visual checks and operational tests of all UPS equipment and associated switchgear.
- Review maintenance logs and log all alarm operations and output.
- Complete a functional checkout and test of the UPS diagnostic systems.
- Check environment, temperature, dust, moisture, room vents, etc.
- Clean and tighten all power connections at the input and output terminals, circuit breakers, terminal posts and fuses on the rectifier and inverter terminals. During the inspection, check all power cabling for abrasions and burn spots. Visually check components for signs of overheating, swelling, leaking, etc... Visually check printed circuit board alignments.
- Replace air filters at regular intervals. Site conditions will determine how often the filters should be replaced, but generally, they will need to be replaced at least every 6 months in clean environments. If more frequent replacement is required, the cleanliness of the environment should be upgraded.
- Check and calibrate each system, to include switchgear and circuit breakers, meters, and alarm levels for frequency, voltage, current, transfer, trip, alarm, etc.
- Perform system and component functional tests on all UPS equipment to ensure proper functioning within specified parameters.
- Run all UPS system diagnostics, and correct all diagnosed problems.
- Resolve any previous outstanding problems, review operation with user personnel, and report any power enhancement or equipment operation recommended changes.
- Open all doors, drawers, and covers. Perform a thorough inspection of all cabinets for foreign objects. Perform a thorough dusting and vacuuming of all cabinet interiors. Use only rubber or plastic vacuum attachments to clean drawers and cabinets.
- UPS subassemblies must be cleaned with care. The exterior panels shall be cleaned with a mild cleaning solution. Transparent panels shall be cleaned with a mild soap and water solution only. Restore all doors and covers to their secured condition.
- Engage Off-line load test on the UPS system to ensure that the system is completely functional.
- Return the UPS to service following the manufacturer's recommended start-up procedures. The Contractor shall ensure that no damage to the UPS equipment or shutdown will occur because of inrush currents.

Battery

- Check and record the overall float voltage at the battery terminals (not at the rectifier charger)

- Measure the pilot cell voltage.
- Make a visual cell and rack check as to general appearance, cleanliness, cracks in cell, electrolyte leakage, or evidence of corrosion.
- Check rectifier.
- Check rectifier charger output current and voltage.
- Check electrolyte levels.
- Check ambient temperature and condition of ventilating equipment.
- Check pilot cell voltage, specific gravity of flooded lead-acid pilot cells, electrolyte temperature of flooded pilot cells and terminal temperatures of valve-regulated pilot cells.
- Check for evidence of voltage leaks to ground.
- Check rectifier charger output current and voltage.
- Check ambient temperature and condition of ventilating equipment.
- Check all cell voltages, specific gravities of all flooded lead-acid cells and all terminal temperatures of valve-regulated batteries.
- Check total battery voltage.
- Check 10 % of inter-cell connection resistances chosen at random.
- Clean and provide corrosion protection of cells terminals, and racks, and add water to adjust electrolyte levels as necessary.
- Provide an equalizing charge if cells are unbalanced.
- Analyze records and report any recommendations.

TURNSTILE MAINTENANCE

Structure

The contractor shall clean (every 3 months) the stainless steel parts with a stainless steel cleaner. (Note wear rubber gloves when using cleaner).

Mechanism

The contractor shall every three months remove the channel cover and apply a light coat of oil to centering mechanism, locking pawls and springs. **DO NOT OIL SOLENOID PLUNGERS.**

Apply a light coat of grease, petroleum-based to main and shock absorber gears.

The contractor shall on his first visit disassemble the rotor assembly and remove the lower flange and thrust bearing from the bottom plate. Clean the bottom plate and lower flange. Clean and repack the lower thrust bearing with fresh grease, lithium-based. Replace the bearing, followed by the lower flange and reassemble the rotor assembly.

NOTE: Reseal Cover after Opening (if applicable).

Electrical

(TURN OFF POWER BEFORE MAINTENANCE!)

- The contractor shall check wires for damage or loose connections.
- The contractor shall check adjustment of the micro switches and correct if operating improperly.
- Any replaced (Should any equipment need to be replaced or deemed beyond repair shall be reported in the check list report) equipment or components shall be re-installed with similar equipment previously installed and be verified via wiring connection diagram.
- NOTE: Reseal Cover after Opening.

INTRUSION ALARM SYSTEM

All Passive Infrared detectors need to be cleaned both inside and outside, ensure that any cable entries into the back of a sensor are sealed to ensure that no insects can enter into the PIR.

Ensure that cables are terminated securely in their respective terminals.

Ensure detection board is adjusted according to the manufacturers above floor height recommendations.

Ensure the lens cover is clean, re-fit the cover and test the sensor as per the manufacturer's recommendations, adjust if necessary.

Replace the standby battery on the first maintenance visit, check connections during the balance of the 36 month contract for any corrosion, treat terminals with copper compound to ensure terminals remain corrosion free.

Test battery systems with a battery tester.

Check all cables and replace should cables show indication of detrition.

Test and service Panic buttons, sirens strobes and any other systems used to communicate any alarm condition.

Check with clients who use telephone dialers that programmed numbers are still relevant, reprogram if necessary.

ELECTRIFIED FENCE

Regulations

Inspect all electrified fence installations; ensure systems comply with the latest OHS regulations (Act 85 of 1993). Contractors must be registered with SAEFIA.

COC certificates are to be issued for all installations, repairs and corrections to installations must be carried out to meet the latest OHS and SAEFIA regulations.

Structure

Ensure all fencing posts are firmly planted or fitted. Replace any defective insulators, pull insulators or donaldson tensioners. Ensure cables connecting the security fence to energizer are terminated with the correct feral or clamp for the size conductor being used.

Ensure the fence structure and energizers are earthed correctly and in accordance with the manufacturer's recommendation taking the OHS Act and SAEFIA into consideration.

Fit new warning signs where old faded signs are found.

Check insulators and replace any defective units. (Every three months)

Electrical

(TURN OFF POWER BEFORE MAINTENANCE!)

- The contractor shall check wires for damage or loose connections.
- Every three months test and ensure the fence high voltage levels are within specification, adjust if necessary.
- Replace battery on first maintenance visit, then after check condition by testing with dummy load.
- Apply copper compound to battery connections.
- Test system to ensure alarms are transmitter to control rooms.

TAUT-WIRE DETECTION SYSTEM

Structure

Ensure all fencing posts are firmly planted or fitted. Replace any defective insulators, pull insulators or Donaldson tensioners. Ensure cables connecting the security fence to energizer are terminated with the correct feral or clamp for the size conductor being used.

Retention detection wires if required.

Electrical

(TURN OFF POWER BEFORE MAINTENANCE!)

- The contractor shall check wires for damage or loose connections.
- The contractor shall check adjustment of the calibration points programmed into the CPU, laptop and software is required from the original installer
- Any replaced (Should any equipment need to be replaced or deemed beyond repair shall be reported in the check list report) equipment or components shall be re-installed with similar equipment previously installed and be verified via wiring connection diagram.
- NOTE: Reseal Cover after Opening.

Testing

The contractor is to test the system fully and to ensure all alarm points report to the control room and depicted correctly on the mimic as well as on the graphic display in the control room.

ONLINE - ACCESS CONTROL TECHNICAL REPLACEMENT DETAILS

General

The Access Control System, hereafter referred to as the ACS, shall provide the primary management interface for maintaining and managing the Organizations Security Centre. The ACS shall provide the integration backbone for connection to multiple 3rd party systems for monitoring and controlling security within the organization without compromising on its primary function of true Access Control. The ACS shall provide be the data collection mechanism whereby all security data related to the secure functioning of the organization shall be collected in an industry standard SQL-based database.

As an Access Control System, the ACS shall provide the following features:

- The ACS shall provide the ability to control up to 256 Access Control Sites.
- The ACS shall provide the ability to control up to 3,000 access points per site, hereafter referred to as locations.
- The ACS shall provide the ability to control up to 300,000 users per site. ACS system users shall hereafter be referred to as tag holders.
- The ACS shall provide the option to implement Daylight Savings Settings per site.
- The ACS shall provide the option to implement Anti-Pass back on single access points, or on user defined groupings of access points, hereafter referred to as zones.
- The ACS shall provide the option of limiting the number of users in an Anti-Pass back zone.
- The ACS shall provide the option of multiple reader types at each location. These options shall include, but not be limited to:
 - Tag Readers
 - Keypad readers
 - Harsh Environment Metal readers
 - Biometric devices
 - 3rd Party card readers
- The ACS shall provide the option of setting individual reader modes at each access control reader. These modes shall include, but not be limited to:
 - TAG only mode
 - TAG + PIN mode
 - TAG + REASON CODE mode
 - Personal Access Code mode
 - Locked Mode
 - Unlocked Mode
 - Emergency Mode
- The ACS shall provide the option of single tag use, or multiple tag use per location.
- The ACS shall provide an interface for the administration of tag holders.
- The ACS tag holder interface shall provide the ability to assign up to 8 tags per tag holder.
- The ACS tag holder interface shall provide the option of linking up to 10 access groups to a single tag.
- The ACS tag holder interface shall provide the option of assigning access groups across multiple sites in the ACS.
- The ACS shall provide the ability to configure up to 10 000 Access Groups per site.
- The ACS shall provide the ability to configure up to three combinations of Time Pattern and Allowable Access Doors (Areas) per Access Group.
- The ACS shall provide the ability to configure up to 512 Access Time Patterns per site.
- The ACS shall provide the ability to configure up to 1036 Areas per site.
- The ACS shall provide the ability to generate multiple Time Triggered Actions per site.

- The ACS shall provide the option for defining Holidays whereby access rights can be denied or granted based on a tag holders individual access groups.
- The ACS system shall provide support for Vehicle control using RF and Infra Red technology, and user configurable Elevator control. Elevator control shall support up to eight elevators to a maximum of eighty floors per elevator

ACS Concept

The ACS system shall provide general access control for employees, as well as visitors. This shall be facilitated by the creation of doors, access groups and tag rights assignment. The underlying architecture of the ACS shall be one of EVENTS and ACTIONS.

An event is defined as a 'pre-defined system condition'. An example of a system event is an 'allowed normal' transaction or an 'Input Alarm' transaction that the ACS system controller recognizes in its database of events. The ACS controller shall recognize a range of events that include, but are not limited to the following categories:

- Tag transactions – Allowed, Denied, APB, Zone, location, Time, suspended, blacklisted, Special, Reason code, Duress etc.
- Zone monitoring Transactions – Zone Full, Empty, Not Empty, etc.
- Location monitoring Transactions – Location locked.
- Input Alarm transactions – Input triggered.
- Door Sensing transactions – Door Forced, not opened, opened normally, open too long, closed, etc.
- ACS hardware transactions – timeouts, power ups, etc
- Time based events

An Action is defined as a 'physical capability of ACS hardware components'. The ACS components include Relays, buzzers and LED's, as well as software defined multiple action components.

Each ACS hardware device shall have system defined default actions. The ACS software shall provide the administrator with the ability to create custom actions for each individual hardware component. The default, as well as user defined actions shall be configurable by duration. LED components shall be configurable by duration and LED colour. The Relay components shall be configurable by relay duration. The buzzer components shall be configurable by duration and buzzer tone and volume.

The ACS system controllers shall constantly monitor the system for the occurrence of any ACS event that occurs. When the event occurs, the ACS system controller shall trigger up to five user defined actions for the specific event that has occurred. These actions shall include, but not be limited to a combination of:

- Relay Actions
- LED Actions
- Buzzer Actions
- Multiple Actions

All system events shall be stored in the ACS database with date/time stamps.

In the case of Time Based events, the ACS controllers shall trigger actions based on specific times, once off, or recurring.

Software

The ACS software shall be written in an industry standard 4th Generation Programming Language. The ACS software shall be Client/Server in design. The ACS database shall be open in nature, allowing for simple integration with 3rd party software packages. There shall be two database vendor options available – An industry standard Open Source database, with its relevant DBMS tools, or an industry standard proprietary DBMS.

The ACS software shall be modular in design, providing the option of installing the respective modules on multiple client workstations across an organizations network. The ACS software shall also be able to run on a single workstation.

The ACS software shall make use of simple, easy-to-navigate graphical user interfaces that make use of either a drill-down tree structure, or a menu driven option. The ACS software shall provide a Configuration module that allows for the complete configuration of the ACS including the setup of ACS hardware, ACS tag holders and all ACS functionality. The ACS configuration module shall also provide a software operator security module that provides the ACS administrator the option of configuring user profiles and creating user groups. The Operator Security module shall enable the administrator to provide granular access control rights to applications as well as access to tree structures, menus, and popup menus.

A separate database engine module shall facilitate the upload of system parameters and tag holder data to the ACS hardware, whilst at the same time providing a separate downloader thread for download of all system related transactions from the ACS Hardware. The database engine module shall provide advanced connectivity options for configuration of multiple connection mediums, as well as an automated database backup facility that shall backup the ACS database to a specified network drive. The ACS database Engine shall create an offline transaction file on the local workstation if the Network connection to the database is lost.

During initial system setup, or any subsequent system setup, the ACS database engine module shall provide the functionality to Auto identify new devices connected to the system. The ACS database engine shall interrogate the devices for their unique serial numbers and device type, and auto-assign logical addresses to each hardware device. The ACS database engine shall also populate the ACS database with the information previously gathered during the Auto Identification process. This information shall be viewable and configurable in the ACS configuration module.

The ACS software suite shall provide a Graphics module that allows software users to view, in real time, all ACS system related transactions. The Graphics module shall provide a transaction viewer module that shall report on all Access transactions, Alarm transactions and Message Protocols that are triggered by the software user. The Graphics module shall provide the graphics user to view 2 dimensional images of the entire ACS site, as well as 2-D images of all floor plans for the site. The ACS software suite shall provide a tag holder administration module that shall enable the system administrator to separate tag holders into Employee groups and Visitor groups. The ACS software suite shall provide system administration utilities including, but not limited to the following; A firmware upgrade utility that provides technicians the ability to upgrade and troubleshoot a faulty installation, A database archive utility, An Ethernet device configuration utility and a CSV import utility.

The ACS software suite shall also provide modules that enable communications with 3rd party systems including, but not limited to the following: Industry Standard Biometrics devices, Fire Detection systems, Intrusion alarm systems and Digital Video Recording Systems.

The ACS software shall also include all relevant configuration manuals in industry standard format. The ACS shall provide a web-based reporting structure that negates the need for additional software to be installed on client workstations. Software users shall be able to connect to the Web-Reports via a standard Web Browser such as Microsoft Internet Explorer, or the open source Mozilla.

Hardware

The ACS hardware architecture shall be Client/Server in nature with local door readers relying on System controllers to make all system related decisions. The ACS shall support a maximum of 64 System controllers per site. The ACS system controllers shall be regularly polled by the Database Engine Module to download ACS transactions to the system database and to upload relevant ACS configuration data to the system controllers. The ACS system controllers shall be able to run in a true offline mode when the ACS database engine module connection is not present. The ACS system controllers shall buffer up to one million system transactions per controller in the event of a loss of connection to the ACS database engine. Once the connection is re-established, the ACS system controllers shall automatically dump the system transactions to the ACS database. The System controllers shall each be capable of controlling up to 64 Access control devices, which shall include all, or a combination of the following devices: Door Controllers with their respective readers, 3rd Party Interface Door Controllers, Digital Input boards, Relay Extension boards, Time & Attendance Readers, Infra-Red, Radio Frequency (RF) and Long Range Readers. In addition to standard door controllers, the ACS hardware shall include Intelligent Door Controllers that shall allow access to the 2000 most recent tags used at the door in the unlikely event of a communications bus failure.

The ACS Systems Controllers shall provide multiple connectivity options including, but not limited to RS485 and 10/100 Ethernet. All devices that connect to Systems controllers, hereafter referred to as terminals, shall connect to the Systems controllers via an RS485 connection port on the System Controller. The ACS System Controllers shall report any offline terminals without delay.

The ACS terminals shall provide a combination of the following user-configurable components for use in the day-to-day operations of the ACS: Dry contact relays, Light Emitting Diodes (LED), Multi-function Digital inputs and 3rd party interface ports.

The ACS door readers shall support either industry standard 125Kz proximity tags, or the 13.56 MHz frequency Mifare tags. Door readers shall connect to the ACS via standard ACS door controllers, or the ACS 3rd Party interface boards. 3rd Party Door entry devices such as biometrics shall connect to the ACS via the 3rd Party interface boards. Door Readers shall support either proprietary system protocols, or industry standard Wiegand protocols. Door readers shall support the following or a combination of the following components that clearly indicate ingress or egress transaction approval or denial: Software configurable Bi-Colour LED and software configurable buzzer.

The ACS software shall be capable of initiating protocol commands directly to the ACS hardware through the ACS database engine via user selectable messaging ports, through the Graphics module or through the ACS configuration module.

Integration

The ACS system shall provide the backbone for various 3rd Party product integrations. Such integration shall include interfacing to various 3rd Party hardware vendors as well as software integration to multiple software vendors and systems.

The ACS shall provide 3rd Party terminal ports on specific door controllers whereby multiple technologies can be connected to the ACS. These technologies shall include, but not be limited to: Biometrics Devices, Mifare Readers, Wiegand Readers, Bar-code readers and Radio frequency (RF) devices.

Additionally, the ACS software shall comprise modules that connect to, and upload and download data from 3rd Party monitoring products. These products shall include, but not be limited to the Ziton ZP3 and ZP5 Fire Monitoring Panels, The Caddx Intrusion Alarm Systems, Biometrics Engines and selected Digital Video Recording systems. These systems shall integrate at the protocol level and communications across the multiple systems shall be seamless.

The ACS database shall provide the option for integration to 3rd Party software modules, including, but not limited to: Human Resource Systems, Time and Attendance systems, Enterprise Resource Planning

(ERP) systems, Supply Chain Management (SCM), Customer Resource Management (CRM) and Estate Management Systems.

The ACS system shall provide the option to pass the Access Request from the ACS to one of the higher level systems for primary approval of the Access Control request. This 'Host Validation' shall occur seamlessly and without delay.

The ACS system vendor shall be able to provide API's, Database Schemas and 'Best Practice' guidelines to systems integrators. The ACS system shall provide user configurable 'open' TCP socket ports in its ACS database engine software to allow authenticated applications to monitor Access transactions, Alarm transactions and to perform real time door monitoring. There shall also be ports available for protocol messaging to ACS hardware, enabling 3rd Party systems to generate ACS actions on the system in real time.

Architecture

The ACS shall have a distributed processing architecture consisting of hardware, software and a system database.

Key Elements

Hardware

Hardware components of the ACS include System Controllers, Terminals, Readers, Tags, communications buses, and other components required for operation. For detailed requirements, refer to the Hardware section.

Software

Includes the software package used to configure the site or sites, add, delete and edit tag holders, and monitor hardware. For detailed requirements, refer to the Software section.

People

People using the ACS shall fall into two groups:

System Users

These are the installers, administrators, and technicians who work on the ACS

Tag Holders

These are the people who have access to Sites permanently or temporarily, where the ACS is installed

Note:

Tag Holders are not limited to people. Any non-human object using a tag or remote transmitter is effectively a tag holder. For example, a vehicle can also be regarded as a tag holder.

Interaction

The hardware is required to physically provide access control to an installation. Software shall communicate effectively with the hardware to ensure efficient access control. The hardware and software shall be designed to provide intuitive, foolproof operation and interaction with people.

Features

Access control

The specified system shall provide full advanced access control, with the following additional features:

Building Management

Emergency Mode – when activated, pre-selected doors shall be opened automatically

Alarm Mode – when a security or fire alarm is activated, a signal shall be received by the ACS and system configured actions shall be triggered.

Time Triggered Actions – specified actions are activated at specified times

Event Triggered Actions – specified actions are activated when a specified event is detected

Time and Attendance (TA)

The ACS shall provide suitable hardware and software, and integration tools to facilitate a TA subsystem.

Anti-Passback (APB) Control

The ACS shall have a facility to set a **Relaxed** or **Strict** APB status per location or grouping of locations.

The ACS system shall provide high levels of physical security by ensuring the following basic principles:

Robust hardware – The ACS system shall provide, as it's means of transaction collection, high quality, robust readers and peripheral devices.

Tamper proof hardware – The ACS hardware shall incorporate Tamper-switches on System Controllers, and high risk terminals, and the ACS software shall report any alarms generated on ACS hardware.

Secure software – The ACS software shall provide the option to implement operator security on all ACS software modules.

Monitoring

The ACS shall provide the ability to assign designated users certain monitoring roles. These users shall have access the ACS software to monitor transactions, alarms, and tag-holders, but shall not be able to make configuration changes. Monitoring modules shall include a Graphical Floorplan monitoring module and a text based Transaction module. The aforementioned modules shall report on all Access transactions, Status transactions and Alarm transactions.

Expansion Options

The ACS system shall provide simple system expansion options for expansion of existing hardware, software and the addition of additional sites.

Integration

The ACS shall provide integration options for integration with the following third-party systems:

Intrusion Alarm systems

Fire alarms

Elevators

Human Resources Databases

Time and Attendance Systems

ERP, SCM and CRM Systems

Student Enrolment Systems

Digital and Network Video Recording Systems

Remote Administration

It shall be possible to administer the ACS sites remotely by utilizing the following technologies:

- Dial-in via GPRS modem
- Ethernet

Details

The ACS shall support the use of Zones and Locations to group similar functioning access points into user configurable groups.

Zones

A zone is defined as the combination of multiple locations that allow access to and from an area. Zones shall support the following features and functionality:

- Anti-Passback
- Embedded zones (zones within zones)
- Inter-leading zones
- Tag counting
- The ACS shall support inter-zone communications to facilitate the transfer of transaction related data across single or multiple zones.

Locations

A location is a single point of access to a zone and usually consists of a door with one or more readers. Locations shall support the following hardware:

- ACS proprietary 125Khz antenna readers
- ACS proprietary 125Khz Remote reader
- Mifare 13.56Mhz readers
- RF reader
- Wiegand 125khz readers
- Barcode reader
- Mag-stripe reader
- Biometric reader
- Infra-Red reader
- Miwa locks
- Sensors – All, or a combination of the following:
 - Door Status sensors
 - Alarm Input sensors
 - Inhibit Scanner sensors
 - Emergency Mode sensors
 - System lockdown sensors

Additionally, locations shall be graphically represented in the ACS software.

Tags

Tags are passive electronic devices containing a unique code. A tag code is transmitted when it is within range of a suitable reader. The ACS must support the following tag types:

- 125KHz Slim and Omega tags (ISO standard Manchester encoded)
- 125KHz WriTag 128 bit
- 125KHz WriTag 2048 bit
- 13.56Mhz Mifare
- HiD
- RF 433MHz
- Infrared

Tag Holders

The ACS shall allow Tag Holders to have more than one Tag. Additionally, it shall be possible to configure different access rights on different tags.

Tag Modes

The ACS shall support the following reader modes across all locations, or in multiple combinations:

- Tag only
- Tag + PIN
- Tag + PIN + Reason Code
- Tag + Reason Code
- PIN access only
- Door Entry Code (general, single, low security code)
- Supervisor Unlock
- Locked
- Unlocked
- Dual tag requirement
- Specified Allowed tag transaction recording
- Paraplegic special entry
- APB override
- Blacklist tag
- Suspend tag
- Date-selectable auto validate and delete

Hardware

The ACS shall consist of a combination of physical components, grouped under one of the following terms:

- System Controllers
- Door Controllers
- Door Readers
- Input Monitoring devices
- Output Relay devices

Design considerations

Selected hardware must exhibit the following:

Tamper proof construction

If a unit is tampered with, it must generate an alarm

In-the-field firmware upgrade

Standards

CE

FCC

Exposed Hardware

The ACS hardware shall include robust, weather resistant, vandal proof hardware. The hardware be housed in either ABS plastic housings, or metal alloy housings. The ACS readers shall be resistant to the following:

Harsh weather

Harsh environment

Physical abuse by people

In this case, it is essential that exposed hardware be physically resistant to harsh and abusive conditions. It must conform to at least IP53 standards, and have the IP66 option available.

System Controllers

The System Controllers shall be intelligent hardware devices with a full onboard database of tags and access data. The System Controllers shall operate in a truly standalone mode when there is no network connection available to the ACS database engine module. The System Controllers shall not have any reduced functionality when the ACS database engine is offline.

Each system controller shall be capable of storing up to 300 000 tags, and shall be capable of buffering up to 1 million transactions should the connection to the ACS polling module be lost.

The ACS shall support the following connectivity options between System Controllers:

- RS485 – with connectivity speeds of 38400 Baud
- Ethernet connectivity – with support for up to 100Mbps connectivity speeds

The ACS polling module shall provide an AUTODETECT function that shall poll the RS485 bus, or the LAN/WAN for any ACS controllers. The ACS controllers shall respond back with their respective factory assigned addresses which shall be automatically inserted into the ACS database. The ACS system controllers logically addresses shall automatically be assigned to the devices without any user intervention.

The ACS System Controller shall support up to 64 physical devices connected to its RS485 terminal communications bus.

Door controllers

A Door controller is a hardware device that is used to interface readers, door locks, and similar hardware with a system controller.

The ACS door controllers shall include the following types:

- Proprietary door controllers for connection of proprietary ACS readers.
- 3rd Party door controllers for connection of 3rd Party door readers and Biometric devices
- Semi-Intelligent door controllers that shall store the most recent 2000 allowed tags in its database to allow entry in the case of a communications failure with the system controller.

Door Controllers shall have the following or a combination of the following components built in to facilitate the opening of doors and the monitoring of doors:

- Dry Contact Relays
- Digital inputs
- Antenna Ports for connection to proprietary ACS readers
- Communications port for connection to 3rd Party readers.

Readers

A reader is a hardware device that detects the unique code embedded in a tag or remote transmitter. The ACS readers shall be of the following type:

- ABS Plastic
- Metal Alloy
- ABS Plastic with Keypad
- Metal Alloy with Keypad
- RF Receivers
- Infra-red receivers

All readers with the exception of the RF receiver and Infra-red receiver shall have the following or a combination of the following components:

- Software configurable buzzer
- Software configurable Bi-colour LED

The ACS shall support the following Reader technologies:

- ACS proprietary 125Khz antenna readers
- ACS proprietary 125Khz Remote reader
- Mifare 13.56Mhz readers
- RF reader
- Wiegand 125khz readers
- Barcode reader
- Mag-stripe reader
- Biometric reader
- Infra-Red reader
- Selected Biometric reader

Communications

Communications between the ACS Server and the ACS system components shall have the following architecture:

- ACS Server to System Controller shall support either RS485, TCP/IP or UDP Multicast protocols.
- ACS Controllers to ACS terminals shall be RS485
- ACS Door Controllers shall support a variety of protocols including, but not limited to:
 - Vendor Proprietary
 - Wiegand

Communications busses shall be configurable via a star or daisy chain topology.

Third party

The ACS shall provide support the following third party hardware:

- Miwa lock
- Wiegand reader – 26, 44, 37bit
- Mifare reader
- Mag-stripe reader
- HID readers
- Industry Standard biometric readers

Software

Software Design Considerations

General

The ACS software shall meet the following general criteria:

- Fully featured client-server architecture
- Written in *Java* for platform independence so it can run on non Microsoft operating systems such as Linux
- Modular design comprising the following key applications:
 - Polling module
 - Configuration module
 - Graphic display module
 - Multivendor Database Support
 - Context-sensitive Help
- Modular design comprising the following support applications and utilities:
 - Alarms Modules
 - Employee enrolment module
 - Transaction viewer with photo ID popup
 - Visitor enrolment module
 - Database archive facility
 - CSV import of tag holder information
 - Translation utility
 - Ethernet device Discovery utility
 - General System Diagnostic modules

Architecture

Each software module shall be able to run on individual client workstations if required. Conversely, all software modules shall be able to co-exist on the same workstation without overloading the workstations resources.

GUI

All ACS software modules shall have a graphical user interface (GUI). The configuration GUI shall be in an easy to use Tree format displaying ACS functions in separate nodes.

Translation

All software modules shall have a facility to translate the text labels and menu items on the GUI. The translation feature must consist of a utility that enables a user to do the following:

- Select a Locale
- Select a language and replace the default words with local words
- Apply the language settings via a menu command

Features and Functions

General Features

The ACS software shall support the following features:

- Holidays
- Password protection on each Site
- Password protection on every application and utility
- Reports accessible in a web based format
- Translatable to accommodate multiple languages
- Time zone offset and daylight savings
- Multiple time zones support
- Application Help
- Tag holder Archive Facility
- Bulk Tag holder Adding
- Systems Analysis utility
- Reason Code Editor utility
- System Event Editor utility
- Card Design utility

General Functions

The software must be suitable for users to configure, monitor, and administrate all aspects of the ACS including the following:

- Sites
- Hardware
- Tags and tag holders
- Access patterns

Backup

The software must provide for scheduled backup of data, to specific local or network directories, at specific times

Operator Security

The ACS software shall include an Operator Security module that will enable the System Administrator to define operator groups for users who will operate the various modules. The Operator Security module shall facilitate the creation of Users and Passwords, and user Groups. The System Administrator shall be able to set up Application security as well as granular security settings within each application. The Operator Security module shall facilitate the assignment of Tag holder Access groups to selected Operator groups.

Database

The ACS shall support the following database types:

- Microsoft SQL Server 2000 or later
- Firebird SQL database

General

- The database shall support a minimum of 256 Sites
- There shall be no limit to the number of Tags or Tag Holders records stored in each individual Site
- The database must support connection via JDBC data source

All databases must have the following:

- Full SQL compliancy
- Support for multiple connections
- A manual SQL querying facility
- Load balancing capabilities
- Password protection

Administration

- Multiple users shall be able to administrate the database
- Administrators shall be able to administrate the database industry standard DBMS software

Installation

There must be provision for the database to reside on the Host PC, or on a dedicated server connected to the network.

Polling Module

ACS database Engine

An ACS database engine is required to send and receive transactions to and from controllers. This action must happen without affecting normal operation. The ACS database engine module shall be capable of performing the following operations:

- Auto-detecting hardware on a communication bus, and assign Logical addresses intelligently so as to avoid duplicate addresses
- Comparing and validating hardware on the communication bus with hardware records in the database
- Verifying hardware firmware versions
- Displaying real-time transactions on demand
- Scheduled back-ups with:
 - A user-definable number of back-up files
 - A user-definable back-up file path
- In the event that the Database Server fails, the ACS database engine shall automatically start creating a backup of transaction logs. When communications to the Server has been re-established, the ACS database engine must then transfer the transaction logs to the database.
- Indicating when hardware goes offline and generating an alert for this event
- The ACS database engine shall be able to connect to the database over a networked solution separating the database server from the ACS software.
- The ACS database engine shall be able to connect to the Hardware via RS232, USB or UDP.
- The ACS database engine shall incorporate a web server that allows anyone with the correct access permissions to view transaction history of any Tag holder; this web service is not dependant on the software to be polling the hardware. The System Administrator shall have the option to allow security on the web server or allow open permissions.
- The ACS database engine shall have an Interface to view what messages are outstanding for each controller and have the option to clear the messages.
- The ACS database engine shall have a feature for use when using Ethernet type controllers to import their settings into the database.

The ACS database engine shall have an upload feature that prepares the upload data in a queue and then provides an upload to each controller.

The ACS database engine shall not cause any downtime of controllers should an upload be performed.

The ACS database engine shall provide a clear output message to the System Administrator should the upload process fail at any point.

Advanced Options

The Database engine module shall support the following advanced configuration options:

Ability to set times and timeouts for the following:

- Controller Timeout

- Controller slow poll drop time

- Challenge Timeout

- Auto ID Time

- Terminal bus additional timeout

- Controller bus additional timeout

- Uploader database connection reset time

- Uploader cycle delay

- Uploader inter table delay

- Uploader daily start time

- Uploader daily end time

- Poller inter poll delay

- Poller daily start time

- Poller daily end time

Host Interface fast polling

Terminal Bus fast polling

When using the controllers in broadcast mode set the option to transmit the broadcast twice

In the event that a controller goes offline, have the ability to relax APB until the Controller comes back online

Append carriage return to fast polling

Reset of advanced options to factory default

Polling Module Properties

The Polling module must enable the following properties configurable:

- Database type

- Database driver

- Database URL

- Encoding key

- Database encoding

Logging mode with the following options:

- No Logging

- Log outgoing messages

- Log all messages

- Log all messages longer than threshold

- Log incoming messages

- Log incoming messages longer than threshold

Auto start on startup with an auto start delay

- Web Server on start with an inactivity delay
- Full upload on first pass
- Redirect to file
- Delete expired tags
- Validation on start
- Set UDP Comms
- Set Administrator password
- Set Web Server username and password
- Set Site SLA

Configuration Module

A configuration module shall be required to set-up a Site for access control by configuring access hardware. System components shall be graphically represented by a hierarchical tree diagram in a left-hand pane of the window. On selecting each component, its corresponding settings shall be displayed in the main application window pane.

The configuration module shall reference a user-configurable text-based properties file containing the following information:

- Database file paths
- Localization Encoding
- Name of default Site
- Communication Type

The properties file shall enable the System Administrator to customize preferences for using the various modules by changing settings in the file.

Configuration Tree

The configuration tree shall contain the following nodes:

- System— Display a summary of all sites' logical Addressing, site name, site ID, and site groupword
- Sites—must display and enable editing of the following information:

- Site number
- Site name
- Enforce zone routing
- Shared site option
- Daylight saving time offset in seconds
- Daylight savings time: start date and start time
- Daylight savings time: end date and end time
- There shall be an option to enable the Any Tag feature
- There shall be an option to set a Site mask for increased security
- The System Administrator shall be able to set the TCP/IP Port connectivity numbers for the different utility modules namely:
 - Transaction viewer
 - Alarm
 - Messaging
 - Host Validation
 - Door Status

Hosts—shall display host number, host name, and IP address. Each host must drill down to display the following:

- Controller

- Zone

- Location

- Terminal

Access Time patterns—The ATP node shall enable adding of access time patterns, and editing of the following parameters for each time pattern:

- Time pattern name

- Start time

- Duration

- Days of the week

Areas— Clicking on the Areas node shall display a tree diagram of all controllers with their relevant doors and terminals, and the option to add or edit new Areas.

Tag holder access groups – clicking on the Tag holders Access groups node shall open the Tag holder Access Groups utility that shall allow the System Administrator to add up to ten thousand Access definitions by linking together Access Time Patterns and Areas

Tag holders – clicking on the tag holders node shall display all information pertaining to tag holders including:

- Personal Details – Name, surname, Notes etc.

- Custom Field Data

- Information on up to eight TAGS

Holidays

Device time patterns

Time triggered actions

Actions – It shall be possible to add or edit system actions from the actions node

Inputs – It shall be possible to alter the functionality of all defined system inputs by clicking on the Inputs node

Outputs – it shall be possible to edit the default state of all system outputs for the system by clicking on the outputs node.

Common Zones

Messages

Host Components

Controller

When a specific System Controller node is selected, the ACS software shall display the Controller name, Controller parameters and have an option to enable or disable the controller. There shall be a facility to enable supported tag types and set the terminal port baud rate as part of the controller parameters

For Ethernet based controllers, there shall be an option to enter in an IP Address and Port numbers for both hardware and PC port.

There shall be a separate action tab that enables a user to add, delete, and configure preset controller actions

Zone

The zone screen shall display and enable editing of the following information and parameters:

Zone name
APB mode – Strict, relaxed or none
Supervisor group for the zone
Fully nested within zone selection
Part of common zone selection
Relaxed exit conditions for the zone option (time override for tags on site)
APB lockout time in minutes
Limit tags inside selected zone – the ACS shall allow limits to specific numbers of tags in each individual zone.

Location

The location screen shall display and enable editing of the following information and parameters:

Location name
Location type
Inter-leading to zone selection
Enforce inter-leading zone routing option
Multiple tag access for one or two tags

Terminal

When a specific terminal node is selected, the ACS software shall display and enable the editing of the following information and parameters on a Terminal tab:

Terminal name
Terminal enabled option
Position: Entry or Exit
Disable terminal
Must have a separate button to enable different parameters on the terminal, namely:
 Change default buzzer Volume
 Change the Same tag Timeout
 Toggle between Host validation and Controller validation
 Set the frequency of random search
 Set the Time pattern for the enabling/disabling the random search feature

A **terminal mode** tab shall enable the user to set the following configuration options:

- Default terminal mode with the option of including a report
- Device time pattern with the option of including a report

An **Input** tab shall enable the user to define and configure up to 16 digital inputs per terminal each with the following information:

Input port number
Input name
Input function

Each defined input shall have an option to enable time patterns and set default input parameters to monitor **open contact, closed contact or change of contact**.

Time Patterns

Time patterns shall be divided into 2 separate instances, Access Time Patterns and Device Time pattern. The ACS must support up to 128 Access time patterns, and up to 250 Device time patterns.

Device Time Patterns must relate to all Hardware, Access Time Patterns must relate to Groups and Tag holders. Both Access Time Patterns and Device Time Patterns shall allow the System Administrator to define the following options :

- Time pattern name
- Start time
- Duration
- Days of the week
- Holidays

Tag holder Access Groups

The ACS shall support up to 10 000 Access groups, each Access Group must support up to 10 access Descriptions. There shall be 2 Tabs to Separate the Tag holders Access Groups into Employees and Visitors. Tag holder access groups shall offer the following configuration options:

- Supervisor Unlock
- Special Actions
- Start and Expiry dates per group

Tag Holders

The ACS must support the following:

- Displays detailed Tag Holder information including passport-style photograph
- Multiple tags per Tag Holder
- Tag Holder screen has search facility using *first name, last name, address, company, department, or tag number*
- Suspension of Tags
- Batch mode to load tags
- Batch mode to print tags
- Supports Impro Card printing
- Unlimited Templates
- Dual sided printing
- Linked to database tables
- Image import - landscape or portrait

Holidays

The ACS shall support up to 32 predefined Holidays.

IP Mapping

In the event that the Customer chooses Ethernet enabled Controllers an IP mapping section must appear that enables the Operator to view all IP addresses of controllers.

Configuration Facility

Users shall be able to customize their preferences for the access module by changing settings in a properties file.

The following configuration and set-up options shall be available via a menu:

- Display properties for the following components must be configurable by selecting a swatch, or HSB or RGB values:
 - Tree background
 - Non selectable node text
 - Non selectable node background
- System event editor

- Enter custom event descriptions for specified events
- Choose whether event type is normal, alarm, or special alarm
- Reason codes
 - Enter or modify up to 100 descriptions for reason codes
- Change fixed address
 - Select a controller and change its fixed address to a new value
- System user security set up
 - Add or delete system users and specify user rights within each application
- Event log—displays a list of the following events with the option to save values to a log file:
 - Date
 - Time
 - User
 - Event
 - Description
 - Detail
 - Status
 - Site
- Camera Setup—used to integrate CCTV systems
- Card designer – The card designer allows the ACS administrator to design multiple templates for printing Tag holder cards. The card designer shall provide the following functions:
 - Placement of Database fields on the card template.
 - Placement of predefined graphics on the card template.
 - Placement of Custom Text on the card template.
 - Placement of Circles or lines on the card template.
 - Design of double sided cards
 - Definition of Print medium – either to Card or to Label
- Batch printing of Cards
- General Configuration module properties
- Database Maintenance
- Batch Enrolment of Tag holders
- Move tag holders between Sites
- Force upload of Hardware or Tag holders data to controllers

Reports

At Minimum, the Reports Feature shall include the following:

Access

- The Message Board Report shows the latest in and out transaction for each person.
- Last Access Report Shows where the employee is now. Must be filtered by Name, Door and Date.
- Employee Transaction Report displays a detailed report on all transactions made by employees. Must be filtered by Site, Date and Time, Person, Tag Code, Department, Event and Vicinity.
- Transaction Report displays all tag holders transactions on a specific date. Must be filtered by Name, Door and Date.
- Audit Trail Report displays all the audit transactions of what the system administrator has done. Must be filtered by Date and Type.
- First Access Report displays all tag holders First Access transaction for a specific day. Must be filtered by Name, Door and Date.
- Last Access for day displays all tag holders Last Access transaction for a specific day. Must be filtered by Name, Door and Date.

Visitor Transaction Report displays a detailed report on all transactions made by visitors. Must be filtered by Site, Date and Time, Person, Tag Code, Department, Event and Vicinity.

Reason Code Report displays a detailed report on all reason code transactions made by employees. Must be filtered by Site, Date and Time.

Event Transaction report this report shows which events where triggered by an input.

Person

Person Report displays a report of transactions for individual employees. Must be filtered by Employee, Start and End Dates.

Zone Occupancy Report displays tag holders that are IN a specific zone.

Absenteeism Report displays a list of employees that were absent on specific days.

Access Pattern Report displays individual employees Time IN, Time OUT, Total Hours Worked (Last Out - Last in), Average Time In, Average Time Out and Average Hours Worked.

Hours Worked in APB Zones Report displays an employee's IN and OUT transactions of all Strict APB Zones. Calculates the hours worked using those IN and OUT transactions. Must be filtered by Employee, Zone, Start and End Dates.

Person Detailed Access Report displays all tag holders who have access to a location, zone and controller.

Person Details Report displays a detailed report for individual tag holders. Must be filtered by Person, Start and End Dates.

Zone Occupancy Report displays tag holders that are IN a specific common zone.

Department Report displays a report of transactions for employees in a Department. Must be filtered by Department, Site, Start and End Dates.

Department Access pattern and Time Report displays a summarized daily hours worked and total hours worked report on all tag holders and is grouped by department. Must be filtered by Person, Department, Company, Start and End Dates.

Department Hours Worked in APB Zones Report displays employees FIRST IN and FIRST OUT transactions. Calculates the hours worked using IN and OUT clockings of each day. Must be filtered by Employee, Department, Employer, Zone, Start and End Dates.

Holiday Report displays the holidays in Table or Calendar format.

System

Status Report displays all the status transactions from the controllers and terminals on a specific date i.e. Terminal timeouts, Tables corrupt and Request to Enter/Exit. Must be filtered by Date and Time.

Door Access Report displays how frequently each door has been accessed. Must be filtered by Date.

Alarm Report displays all alarms that have been generated by the system. Must be filtered by Date and Time.

Configuration

Area Report displays all terminals within each area of a site.

Access Report displays all locations that a tag holder has access to. Must be filtered by Site, Person, Tag Code, Department and Vicinity.

Terminal Action Report. Shows all terminals and their available actions

Tag holders

Employees Report displays all employees that have valid tags in the system. Must be filtered by Site and Department.

Employees without tags Report displays all employees that don't have valid tags in the system. Must be filtered by Site and Department.

Employees tags without access Report displays all employees that have valid tags in the system, but no Tag Holder Access group assigned to them. Must be filtered by Site and Department.

Tags Not Used Report displays tags that have not been used since a specific date.

Tag holder Configuration displays detailed information on Tag Holder Access Groups.

Visitors Report displays all visitors that have valid tags in the system. Must be filtered by Site and Department.

Visitors without tags Report displays all visitors that don't have valid tags in the system. Must be filtered by Site and Department.

Visitors tags without access Report displays all visitors that have valid tags in the system, but no Tag Holder Access group assigned to them. Must be filtered by Site and Department.

Tag Expiry Report displays tags that have expired and tags that will expire. Must be filtered by Start and End Dates.

Tag holder Access Group Configuration Report displays all areas, zones and locations within a tag holder access group. Grouped by tag holder access groups.

Custom Reports

The ACS software shall provide the option to the System Administrator to write Custom Reports that meet additional reporting requirements. This feature shall include a set of Controls that allows Scripts to be run on the Database and Produce results in a web based Format and the resulting reports shall be exportable to a CSV file.

Select Database

In the Event that the database has been archived this tab must be able to browse to the Archived database to view Archived Transactions.

Operator Security

The ACS must provide configurable security options to limit system users' activity within it. Such operator security must be configurable on a per user group basis. Each password protected application or utility must have the options to do the following:

Provide a user group with one of the following:

Full access—user is granted full access to everything in the application

Denied access—user is denied access to everything in the application

Customized access—user can be configured to access designated features only

Grant or deny access to the following elements and specific items within them:

Main menu

Tree Diagram

Dialog screens

Popup menus

Toolbars

The operator security function must contain presets to allocate default security permissions to users. A user must be able to create new presets by using an existing preset as a template.

Biometric Module

The ACS shall have a fully integrated Biometric module that shall provide Ethernet communications to Biometric devices connected to the corporate LAN/WAN. The Biometric module shall enable the user to AUTODETECT all Biometric devices on the LAN/WAN and automatically update the ACS database with the Biometric Devices MAC address and related information.

The ACS Biometric module shall be an online module that scans the ACS database for any new Biometric Templates and automatically upload the template to the relevant Biometric device.

The ACS configuration module shall provide a facility whereby each individual biometric device can be associated with any specific door in the access control system. This shall provide the means by which distributed templates are sent only to the relevant biometric devices.

The Biometric Device shall physically connect to an ACS 3rd party interface board which shall in turn connect via RS485 to the ACS controllers.

The Biometric Devices that the ACS support shall include, but not be limited to the Sagem MA100, MA500, OMA50. The Hand Key CR hand geometry reader shall also be supported by the Biometric Module.

The Template enrollment shall be done via the existing Configuration Module, the Tag enrollment module or the Vistors Module. The template shall be captured using either the Sagem MSO (Licensed) or the Handkey CR.

Graphical Integration Module

A Graphical Integration module is required to graphically represent the ACS in an easy to use format. This shall be accomplished by the use of a combination Graphics and Text based ACS transactions. The Graphical Integration module shall display all the ACS hardware, as well as 3rd party systems hardware used in the implementation of the total ACS. The 3rd party hardware shall include, but not be limited to the following:

- DVR, NVR or IP Cameras connected to integrated DVR/NVR systems.
- Fire zone icons for each zone configured on the Ziton ZP3 or ZP5 panels
- Alarm zone icons for each zone configured on the Caddx NX-8E Alarm panels

The Camera Icons shall allow the operator the following functionality via the Graphical integration module:

- View Live feed from multiple cameras
- Trigger snapshot storage
- Trigger recording storage
- View Playback of individual or multiple cameras
- View alarm footage

The Fire Zone icons shall allow the operator to initiate an Emergency Unlock sequence

The Alarm Zone icons shall allow the operator to arm and disarm select panels from the software user interface

The 3rd Party hardware shall be monitored via a series of ACS Integration Modules. The ACS integration modules shall include, but nor be limited to the following:

- A CCTV integration server that shall support, but not be limited to the following CCTV systems:
 - Dedicated micros
 - Mirasys N Series
 - Ganz
 - IndigoVision

The Integration Server shall provide the following base functions:

- An Integration Wizard shall be used to set up each CCTV system with its relevant settings.
- An integration Wizard shall be used to create user defined CCTV system actions that each CCTV system shall perform upon initiation by the Integration server. These User defined actions shall include, but not be limited to the following:
 - Snapshot storage
 - Recording Storage
 - Email to user

- Initiate presets on PTZ cameras
- An Integration wizard shall be used to link the user defined CCTV system actions with ACS system events. This shall enable the recording of CCTV footage for any ACS system event that is generated. The recording shall occur on a single event, or a combination of events based on the following selection criteria:
 - ACS Event
 - ACS tag holder
 - ACS Zone
 - ACS location
 - ACS reader
 - ACS Tag used
- A Ziton Integration Server that shall interrogate the ZP3 and ZP5 Fire panels for all panel configuration and automatically populate the ACS database with the relevant data. The Fire Zones shall be represented on the Graphical integration module x by Zone Icons.
- A Caddx Integration Server that shall interrogate the NX-8E panels for all panel configuration and automatically populate the ACS database with the relevant data. The alarm Zones shall be represented on the Graphical integration module x by Zone Icons.

The Graphical Integration module shall be used to graphically display the following standard ACS information via a plan-view schematic:

- A Base Map of the ACS installation site
 - Buildings
 - Building floors
 - Access control hardware
 - Configured Alarm inputs
 - User Configured relays
 - Events
 - Transactions
 - Alarms
 - Messages
 - Door Status

Upon selecting an ACS hardware device and right-clicking it, there shall be menu items facilitate the following:

- Open doors
- Trigger locked mode
- Trigger emergency mode
- Monitor door

The Graphical Integration module shall allow the operator to perform the following functions via the module menu

- Translate the software
- Define alarm response criteria by the following of a combination of the following:
 - Acknowledge by tag
 - Acknowledge by password
 - Acknowledge by entering an operator response

Search for tag holder via the following fields:

- First name
- Last name
- Department

Displayed Events

Transactions

Transaction shall be displayed on a tab that includes the following fields:

- Type
- Time
- Event
- Terminal
- Name
- Tag Number

Alarms

Alarms shall be displayed on a tab that includes the following fields:

- Status
- Time
- Event
- Zone
- Location
- Terminal
- Input name
- Acknowledged by

Protocol Messages

Messages must be displayed on a tab that includes the following fields:

- Time
- Message
- Result

Door Status

Door Status must be displayed on a tab that includes the following fields:

- Terminal
- Zone
- Location
- Status Duration

System Diagnostic modules

The ACS system software shall provide a hardware diagnostic tool that shall provide the following functionality:

- System Tools
 - System PING – a report of all currently connected ACS devices including RS485 devices or Ethernet devices.
 - Communications test to measure the responsiveness of all ACS devices.
- Firmware Upgrade Tools for upgrading the ACS hardware in the field.
- Miscellaneous tools – Set logical address, Reset memory and set communications port.

System Requirements

The various software modules shall run on a workstations or servers with the following minimum and recommended specifications:

Database Server (5000+ Tag holders)

Component	Minimum	Recommended
Processor	Pentium IV	Latest Processor
Memory	1GB RAM	2GB RAM
Hard Disk	60GB	80GB
Graphics	1036 x 768	1280 x 800
Display	15"	17" or larger

Engine workstation

Component	Minimum	Recommended
Processor	Pentium IV	Latest Processor
Memory	1GB RAM	4GB RAM
Hard Disk	60GB	80GB
Graphics	1036 x 768	1280 x 800
Display	15"	17" or larger

Configuration module or Enrolment modules

Component	Minimum	Recommended
Processor	Pentium IV	Latest Processor
Memory	1GB RAM	2GB RAM
Hard Disk	60GB	80GB
Graphics	1036 x 768	1280 x 800
Display	15"	17" or larger

Graphics module

Component	Minimum	Recommended
Processor	Pentium IV	Latest Processor
Memory	1GB RAM	2GB RAM
Hard Disk	60GB	80GB
Graphics	1036 x 768	1280 x 800
Display	15"	17" or larger

All modules on a single server

Component	Minimum	Recommended
Processor	Pentium IV	Dual Processor
Memory	2GB RAM	4GB RAM
Hard Disk X 2	60GB	100GB
Graphics	1036 x 768	1280 x 800
Display	15"	17" or larger

23. TECHNICAL SPECIFICATION FOR X-RAY INSPECTION UNITS

CLAUSe	DESCRIPTION	STATE DETAILS OF OFFER
1.1	GENERAL	
1.1.1	<p>A licence for the X-ray machine, issued in terms of the Hazardous Substances Act (Act 15 of 1973), must be submitted with the tender, failing which the tender will not be considered. Plus the ID No's and SABS BIN No. of the service technicians registered to carry out the servicing of the X-ray machines in accordance with the requirements of the SABS.</p> <p>In addition to complying with the specification the X-ray inspection unit shall meet the requirements of the SA Police Security Advisory Board, Pretoria.</p> <p>Name and tel. No. of the tenderer's contact person to make arrangements with: Name: _____ Tel. No. _____</p>	
1.1.2	<p>The X-ray inspection unit shall complete with:</p> <ul style="list-style-type: none"> - Dual Energy Detector system (Multi Energy Imaging) - Colour monitor (remotely operated) - Conveyor belt - Screening for full profile of inspection tunnel - Discharge roller table - UPS 	
1.2	GENERAL SPECIFICATION	
1.2.1	Construction Details	
1.2.1.1	The unit must incorporate a facility to be controlled either from the right or the left-hand side.	
1.2.1.2	In addition a facility must be incorporated so that, the operating keyboard and monitor can be operated remotely, at least 5m from the unit.	
1.2.1.3	Maximum height including the tunnel shall not exceed 1400mm from the floor level.	
1.2.1.4	The unit must be quiet when in operation.	
1.2.1.5	X-ray high voltage generator, shall be rated at 160kV and operate at 140kV	
1.2.1.6	<p>Ambient conditions, under which the unit must operate:</p> <p>-0°C to 40°C</p> <p>-relative humidity 95%, non-condensing</p>	
1.2.1.7	Control elements (pushbuttons, switches, etc.) are to be of sturdy design, selected for severe operating conditions.	

1.2.1.8	The unit must be of steel base construction on roller castors and not exceeding 700kg in total weight.	
1.2.1.9	Discharge rollers to be included with the unit. The discharge roller platform shall be long enough to prevent articles being X-rayed from falling off before it is recovered by the owner.	
1.2.1.10	The conveyor belt must be designed for 36 hour, heavy-duty operation.	
1.2.1.11	The unit shall not be longer than 900mm wide and 2600mm in overall length, including the conveyor belt platform.	
1.2.2	Power ratings	
1.2.2.1	The unit has to operate from 230V $\pm 5\%$, 50 Hz, single phase power supply.	
1.2.2.2	The maximum running current shall be less than 5A.	
1.2.2.3	A suitable power point will be provided on the site by others.	
1.2.3	Image presentation	
1.2.3.1	Objects of the following dimensions must be able to be passed through the tunnel without any obstruction: - Height: at least 400mm - Width: at least 600mm - Length: unlimited Monitor display shall cover not less than 500mm of the object length. Full scan volume must be seen on the screen, <u>without any corner cut-off</u> . This is a firm requirement.	
1.2.3.2	Imaging scale of all objects should be constant with the minimum distortion.	
1.2.3.3	A zoom facility is essential. The optimum requirement is for the push-button selection of at least 9, independent zoom sectors. The selected sector must be identified by light frame before zoom is activated.	
1.2.3.4	A colour monitor (non-interlaced), screen size of at least 34cm, is required. Parallel operation of additional monitors, without modification to the unit, must be available.	
1.2.3.5	The image on the monitor screen must be flicker free.	
1.2.3.6	Control of brightness and of contrast must be provided on the front panel of the monitor.	
1.2.3.7	Possibility of switching over from "POSITIVE" to "NEGATIVE" image should be available as an option.	

1.2.3.8	A digital memory is essential.	
1.2.3.9	The capacity of the digital memory must exceed 1Mbyte.	
1.2.3.10	The number of solid state detectors shall be not less than 1152.	
1.2.3.11	Dual (Multi) energy colour system with a four (4) colour (Industry Standard) is a firm requirement.	
1.2.3.12	Organic/Inorganic colour stripping.	
1.2.3.13	High and low penetration.	
1.2.3.14	Variable colour stripping and variable gamma edge enhancement.	
1.2.3.15	Automatic density (variable) threat alert.	
1.2.3.16	Automatic organic material threat alert.	
1.2.3.17	Operator log-in identification facility.	
1.2.3.18	Video output capabilities for recording of images shall be included.	
1.2.3.19	Voltage stabiliser must be included.	
1.2.3.20	UPS shall be included to provide 10 – 15 minutes back-up.	
1.2.4	Resolution and penetration	
1.2.4.1	A sample wire with diameter of 0.16mm (AWG 34) must be distinguished on a monitor, and 30AWG wire must be visible behind 21mm of aluminium.	
1.2.4.2	The image quality on the monitor must be uniform, without distortion in the centre or the edges.	
1.2.4.3	Penetration of 25mm steel minimum must be guaranteed.	
1.2.4.4	A pre-selectable density threat level must be a feature of the equipment, with a visual and/or audible alarm if any item being screened exceeds that pre-selected density.	
1.3	CONTROL OPERATION – MINIMUM REQUIREMENTS	
1.3.1	Controls	
1.3.1.1	A mains key switch for 230V main power supply is required.	
1.3.1.2	Push button – power “ON”.	
1.3.1.3	3 Push buttons for conveyor control, “GO”, “STOP” & “REVERSE”.	
1.3.1.4	As a minimum, 9 push button keyboard for zoom sector selection and a separate push button for zoom activation is required.	
1.3.1.5	A robust, RED, emergency stop push button, fitted in a prominent position on the keyboard, as well as on the X-ray unit.	

1.3.1.6	Light symbols indicating "X-ray on".	
1.3.1.7	X-ray warning signs, in accordance with the requirements of the SA Radiation Board, must be attached to each end of the tunnel in a visible position.	
1.3.1.8	Easy operation of the unit is essential.	
1.3.2	Passage of luggage through X-ray unit	
1.3.2.1	Objects must be able to be conveyed through the unit in any orientation.	
1.3.2.2	All objects, also those which are only partially lying flat on the conveyor belt (e.g. guitars, etc.) must be fully screened.	
1.3.3	Object representation	
1.3.3.1	The conveyor belt speed should be such that each point of an object, when passing through the unit, will be visible for at least 5 seconds	
1.4	CONVEYOR BELT	
1.4.1	Loading	
1.4.1.1	At least 75kg overall weight	
1.4.1.2	The conveyor belt must be driven by an almost noiseless drum-motor.	
1.4.2	Dimensions	
1.4.2.1	Belt length: < 2100mm	
1.4.2.2	The height of the top of the conveyor belt above floor level shall be not less than 600mm, but shall not exceed 800mm	
1.4.3	Speed and duty cycle	
1.4.3.1	Conveyor belt speed: approximately 0.2 m/sec.	
1.4.3.2	Up to 3600 objects must be screened per hour.	
1.4.4	Operation	
1.4.4.1	Normal: Continuous operation in forward direction.	
1.4.4.2	Stop:	
1.4.4.3	Reverse: Intermitted operation by pressing the reverse button.	
1.4.4.4	Duty cycle: no warm-up period will be accepted.	
1.5	SAFETY	
1.5.1	X-ray dose: Screened object	

1.5.1.1 Standard –0.1 mR per inspection. Lower dose units may be offered as an alternative.

1.5.2 **Radiation leakage to surrounding**

1.5.2.1 Less than 0.5 millirems/h at any point on the surface, 5cm from the surface

1.5.2.2 The unit must comply with all ruling international safety regulations such as the German TUV, Swiss SEV, UK NRPB or USA FDA.

1.5.3 **Conveyor belt**

1.5.3.1 The feed and discharge ends of the conveyor belt are to be of such design that fingers, etc. cannot be caught during normal operation.

1.5.4 **Operation under fault conditions**

1.5.4.1 The X-ray tube shall be automatically de –energised when conveyor belt is stopped.

1.5.4.2 X-ray radiation shall only be switched on with the moving conveyor belt, before the object passes through the unit.

1.5.4.3 X-ray radiation shall be automatically switched off if the radiation shielding covers are removed.

1.5.5 **Film safety**

1.5.5.1 Tenderers must guarantee the unconditional safety of photographic material of professional quality.

1.5.5.2 Typical standards must allow for highly sensitive films of 1000 ASA to be irradiated at least 30 times without damage.

1.6 **PLACING IN POSITION AND ASSEMBLING**

1.6.1 The unit shall be placed in position and assembled on site by the successful tenderer.
NOTE: The final placing will be determined on site.

1.7 **BROCHURES**

1.7.1 Brochures, furnishing description and technical specification, etc. of the unit offered, shall be submitted with the tender. If the brochures have information, which does not comply with the specification, the tenderer must submit a covering letter listing all brochure items, which do not comply and confirm that the equipment offered will comply with the specification, referring to these items.

1.7.2 The following information is also required:

Manufacturer:

ISO Rating:

Country of origin:

Model number of the unit offered _____

Date of manufacture _____

1.8 MAINTENANCE, SERVICE AND REPAIR

1.8.1 The unit design must be of the low maintenance type and with minimum future service. **A statement confirming this is required from the tenderer, together with a copy of the service/maintenance schedule.**

1.8.2 An overall design of modular type is preferred.

1.8.3 Electronic modules must be easily exchanged.

1.8.4 All sub-assemblies in the unit must be of such a design that, maintenance and repair can be carried out by a single person, including removal and exchange of the X-ray generator tanks.

1.8.5 Spare parts must be locally stocked and availability guaranteed for a ten-year period, starting from the date of delivery.

1.9 GUARANTEE AND SERVICE

1.9.1 The successful tenderer shall guarantee and service the complete unit for a period of twelve (12) months from the date of delivery to site, and successful commissioning of the unit.

1.9.2 During the period of guarantee, the successful tenderer shall, at his own expense, carry out all necessary repair work, including material and labour, (excluding work required due to damage by others) in order to maintain the unit in a working condition.

1.9.3 The successful tenderer shall, during the period of guarantee, repair the unit to the satisfaction of the Department, within 36 hours after he has been notified that the unit is not operating.

1.10 TRAINING

1.10.1 The successful tenderer shall thoroughly train and instruct all the operators and supervisors, designated by the User Department in the operation of the unit.

1.11 ONBOARD COMPUTER

1.11.1 Video Memory: at least 16MB

1.11.2 Processor Speed: at least 333MHz

1.11.3 Storage Capacity: At least 1 000 MB

1.11.4 A two part training programme must be incorporated in the system.

1.11.4.1 Part 1 – Initial training
Pre-loaded images must be recalled by the computer, some without and some with threats. The operator must detect the threats and his progress is logged.

- 1.11.4.2 Part 2 – On-going training
The system must merge fake threat images into real time images and the performance of the operator must be logged.

1.12 **MANUALS**

Three complete sets of manuals, each with the following information shall be handed over to the Department when the unit is delivered to site:

(a) Operating instructions

(b) Technical description with diagrams and instructions for maintenance and repairs.

1.13 **DEVIATIONS FROM SPECIFICATION AS ALTERNATIVE (STATE BRIEFLY)**

2. TECHNICAL INFORMATION

State the following information of the unit offered:

- | | | |
|------|---|-------|
| 2.1 | Total height above floor level | _____ |
| 2.2 | Maximum X-ray voltage | _____ |
| 2.3 | Dimensions of the unit | |
| | Height | _____ |
| | Width | _____ |
| | Length (including conveyor belt) | _____ |
| 2.4 | Total running current | _____ |
| 2.5 | Maximum dimensions of objects: | |
| | Height | _____ |
| | Width | _____ |
| | Length | _____ |
| 2.6 | Number of detectors | _____ |
| 2.7 | Capacity of digital memory | _____ |
| 2.8 | Number of shades of grey | _____ |
| 2.9 | Maximum over-all loading on conveyor belt | _____ |
| 2.10 | Conveyor belt speed | _____ |
| 2.11 | X-ray dose per inspection | _____ |
| 2.12 | Radiation leakage at any point, 5cm away from surface | _____ |
| 2.13 | Multi-Energy mode – State colours for material discrimination | _____ |

PREAMBLE TO THE SCHEDULE OF QUANTITIES

General

The Schedules of Quantities define the scope of the Engineering Works in terms of the measurement and payment parameters specified.

The Schedules shall be read in conjunction with the General Conditions of Contract, the Special Conditions of Contract, the Conditions of Tender, the Specifications and the documents referenced in Part C2.1, C2.2, C2.3 & C2.5. The quantities stated on the schedules are provisional and are subject to re-measurement upon completion.

Descriptions & measured items

The Schedule of Quantities consists of Descriptions followed by measured items (Item lines) which specify the items of differing dimensions, ratings, etc which comply with the overall requirements of such Description. The measured items may add, subtract or in any other way vary the Description. The reference number which precedes each description refers to the relevant specification clause. Below each Item line the measured quantities applicable to each of the applicable sections of the Works appears under the relevant column heading, the total of which is shown under the Quantity column.

The terms used and Schedule layout are defined in the *Schedule of Quantities Legend* which is presented at the end of this Preamble.

The Schedule of Quantities is based upon the Standard system of measurement modified as necessary.

Fixed Rates

Rates shall be fixed for the duration of the contract.

All inclusive

The Descriptions and item lines are of necessity abbreviated summaries of the specifications and unless otherwise stated or elsewhere measured, shall include all necessary components and accessories required or necessary for the correct functioning or performance of the item when incorporated into the Engineering Works.

The rates and prices shall accommodate the nature of the engineering Works and any restrictions which apply to the Works environment and the site of the Works, shall include all the costs and expenses that may be required in and for the construction of the Works described and shall include the cost of all general obligations, risks and liabilities stated or implied in the contract documents.

Such rates and prices shall, however, exclude Value Added Tax (VAT), which shall be applied only where specified.

Quantities net

Items are measured in accordance with the Engineer's drawings net of waste. The quantities set out in the Schedule are therefore intended for measurement and payment purposes only. Material and equipment orders shall not be based upon such quantities but upon the Contractor's own assessment.

Quantities Provisional

The quantities set out in the schedules are measured provisionally and will be subject to re-measurement on completion of the Maintenance Works.

Completion of Schedule of Quantities

Refer to the Tender Data and Conditions of Tender (Part T) .

DEPARTMENT OF PUBLIC WORKS

GQEBERHA : PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

Part C2.5

BUILDING SCHEDULE :

SECURITY SYSTEM EQUIPMENTS - BUILDING SCHEDULE				
	TOWN AND INSTITUTIONS	EQUIPMENTS INSTALLED	UNITS	COMMENCEMENT OF SERVICE
1	PUBLIC WORKS BUILDING			
	Eben Donges Building			Immediately
		Walkthrough Metal Detector	2	
		Access Control System	1	
		CCTV System	1	
		Intercom/Public Address/Evacuation System	1	
		X-Ray Machine	2	
		Booth	3	
2	NDPWI Workshops (Harrower Road)			Immediately
		CCTV System	1	
3	18 King Street, East London			Immediately
		Walkthrough Metal Detector	1	
		Access Control System	1	
		CCTV System	1	

CHECK LISTS FOR REPAIR & MAINTENANCE TO ACCESS CONTROL SYSTEMS

REPAIR, MAINTENANCE AND SERVICE SCHEDULE FOR ACCESS CONTROL SYSTEMS **(TO BE SUBMITTED WITH INVOICE FOR PAYMENTS ON COMPLETION)**

Service to be carried out to manufacturer's specification.

THE ACCESS CONTROL HEAD EQUIPMENT

This system consist of the Access Control Computer with relevant operating system and access control programme installed onto the PC and the front desk software used to take on new employees and visitors.

The front desk should also be used for printing of employee's card.

All data is stored on the hard drive of the access control computer and arrangement must be made to back up all data at least once a month.

NAME OF BUILDING/PLACE

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
	ACCESS CONTROL HEAD EQUIPMENT		
1	Inspection of the head end access control computer, clean and remove all dirt.		
2	De-fragmentation of hard drive if necessary.		
3	Delete unassigned access cards if necessary.		
4	Delete access cards no longer in use if necessary.		
5	Check for functionality and effect repairs if necessary.		
6	Assistance with the capturing of data if necessary.		
7	The programming of new access cards if necessary.		
8	Clean printer if necessary.		
9	Test external siren		
10	Test UPS		
11	Check Cabling		
12	Log inspection and report any defects		
	ACCESS CONTROL FIELD EQUIPMENT		
1	Inspections of all field equipments.		
2	Check for functionality and repair.		
3	Check all power supplies and repair.		
4	Test all batteries and replace if necessary.		

5	Test magnetic door locks and adjust.		
6	Test and adjust door closure units.		
7	Test and calibrate booths.		
8	Test all magnetic door sensors.		
9	Test card capture units.		
10	Check all cabling.		
11	Check Turnstiles.		

REPORT:.....
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DATE

TECHNICIAN/ELECTRICIAN NAME (PRINT)

SIGNATURE

CHECK LIST FOR REPAIR & MAINTENANCE TO WALKTHROUGH METAL DETECTION EQUIPMENT

MACHINE NAME OR NUMBER:

Maintenance:

On each visit to the various machines the contractor must attend to all the items listed in each check list.

The work is to be carried out by a competent Technician, all in accordance with the Basic Conditions of Employment Act no. 75 of 1997.

All irregularities and comments must be reported by the contractor in the spaces provided in the check lists. A duplicate copy of the completed check lists for each visit must be kept at the machines. The contractor shall make provision for a document holder for each machine, secured to the machine or inside panel, for this purpose.

1.MAINTENANCE AND SERVICE CHECKLIST FOR WALK THROUGH METAL DETECTION EQUIPMENT. (TO BE SUBMITTED WITH INVOICE FOR PAYMENTS ON COMPLETION OF SERVICE)

RADIATION SAFETY:

ITEM	DESCRIPTION OF ITEM:	REMARKS / READINGS
1	X-ray Leakage Dose uSv/h	
2	X-Ray off Heater Current mA	
3	X-Ray on Heater Current mA	
4	Anode current mA	
5	High Voltage Kv	
6	Check X-Ray on / off Indicators	
7	Check Lead Curtains	
8	Check functioning of Interlocks	
9	Check X-Ray external Hazard	
10	Warning Signs	
11	Check Detector Signal	

B: MECHANICAL:

ITEM	DESCRIPTION OF ITEM:	REMARKS / READINGS
1	Clean and Check Motor and Rollers	
2	Clean and Check Conveyor Belt and Lacing	
3	Clean and Check light Barriers for Dust	
4	Check Generator performance and Hosing	
5	Check oil Level	
6	Check and Clean Fan Filters	
7	Check Lead Curtains	
8	Check functioning of Interlocks	
9	Check X-Ray external Hazard	
10	Warning Signs	
11	Clean and dust out all panels	

C: ELECTRONICS:

ITEM	DESCRIPTION OF ITEM:	REMARKS / READINGS
1	Check Emergency Stop Switches	
2	Check X-Ray Lamp Indicators	
3	Check light X-Ray off Function	
4	Check Monitor Adjustments, Zoom / Image	
5	Check PC Boards and Plugs	
6	Check DC Power Supply Voltage	
7	Check Wiring for Earth Protection	
8	Check Image and Quality Clarity	
9	Check Control Panel Functions	
10	Check Penetration mm	
11	Check Resolutions mm	
12	Check control Elements	

WALKTHROUGH METAL DETECTION EQUIPMENT INFO:

NAME OF BUILDING:

CITY / TOWN

1. EQUIPMENT

(a) Make:

(b) Type:

(c) Serial No:

2. RADIATION TEST CERTIFICATE AS PER OHS ACT:

(a) DATE INSPECTED:

(b) REPORT REMARKS:

(c) CERTIFIED BY:

DATE

TECHNICIAN-----
NAME (PRINT)

SIGNATURE-----

CHECK LISTS FOR REPAIR & MAINTENANCE TO CCTV SYSTEMS

REPAIR, MAINTENANCE AND SERVICE SCHEDULE FOR CCTV SYSTEMS (TO BE SUBMITTED WITH INVOICE FOR PAYMENTS ON COMPLETION)

Service to be carried out to manufacturer's specification.

THE CCTV EQUIPMENT

This system consists of Pan Tilt and Zoom type Cameras and fixed type cameras. Outside cameras consist of weatherproof housing and brackets. The cameras are linked to the computer inside security offices.

The recording to the hard disk should be triggered only when the motion sensor is detected inside the field of view of camera.

NAME OF BUILDING/PLACE

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
	CCTV EQUIPMENT		
	<u>Visual inspection.</u>		
1	The Contractor shall inspect all accessible major CCTV components including cabling and connections for deterioration or damage.		
	<u>Camera</u>		
1	Check cameras, housing, supporting brackets and towers from deterioration or damage.		
2	Clean CCTV cameras located outside, clean the inner glass.		
3	Remove the camera housing and clean the inner glass.		
4	Clean the camera lenses with a soft damp cloth.		
5	Check the camera field of view and focus of lenses correctly focused.		
6	Check all camera bracket fitting and clamping bolts are tight.		
7	Check operation of auto iris lenses as appropriate.		
8	Check and adjust operation of wiper unit.		
9	Check and adjust pan tilt and zoom functions.		
10	Check operations of infrared units.		
11	Ensure that the power supply used for the camera is performing according to the specification and replace if not.		
12	Ensure that the power supply voltage doesn't drop if the cameras are added to the system by more than 5%, if then add additional power supply.		
13	Ensure that there is no AC ripple onto of a DC voltage if the camera is a DC camera.		
14	Conduct any repairs as needed.		
	<u>Monitors</u>		
1	Check monitors and cable connections for deterioration or damage.		
2	Check controls and adjust for best pictures.		

3	Conduct any repairs as needed.		
	<u>Controls</u>		
1	Check controls and cable connections for deterioration or damage		
2	Check operation of switchers and multiplex controllers		
3	Check and adjust time and date settings.		
4	Check operations of telemetry controllers.		
5	Clean key board, mouse and screen.		
6	Conduct any repairs as necessary.		
	<u>Digital Video Recording System</u>		
1	Check for 'hours' run indicator and recommend for removal for services as appropriate.		
2	Check recorders for deterioration or damage.		
3	Check operation controls and make short test recording.		
4	Check and adjust time/date settings and time lapse/memory settings.		
5	Check recording and playback quality.		
6	Ensure that recording settings are optimum for length of time and quality.		
7	Ensure all cooling fans are operational, if not notify the client.		
8	Use a blower and blow the dust out of the recorder.		
9	Conduct any repairs as needed.		

REPORT:.....
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DATE

TECHNICIAN/ELECTRICIAN NAME (PRINT)

SIGNATURE

CHECK LISTS FOR REPAIR & MAINTENANCE TO INTERCOM / PUBLIC ADDRESS / EVACUATION SYSTEMS

REPAIR, MAINTENANCE AND SERVICE SCHEDULE FOR INTERCOM / PUBLIC ADDRESS / EVACUATION SYSTEMS.

(TO BE SUBMITTED WITH INVOICE FOR PAYMENTS ON COMPLETION)

Service to be carried out to manufacturer's specification.

INTERCOM / PUBLIC ADDRESS / EVACUATION SYSTEMS

The contractor will have to familiarise himself with the system at his own cost.

NAME OF BUILDING/PLACE

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
	INTERCOM / PUBLIC ADDRESS / EVACUATION EQUIPMENT		
	<u>Intercom Inspection</u>		
1	Check the intercom by making calls and record the clarity of each call.		
2	Adjust either the volume at the hand set or at the call point for clarity of sound		
3	Ensure cables are terminated properly.		
4	Ensure that the intercoms mounted outdoor are not damaged by any external factors such as weather or insects.		
	<u>Public Address / Evacuation – Inspection</u>		
1	Clean out equipment rack housing amplifier equipment.		
2	Ensure all amps are ON and functional.		
3	Any faults on the system must be repaired before further test's can be carried out.		
4	If equipment is fitted with a battery back-up supply unit, turn the mains off and ensure units run off the back-up supply. (Run the system off the battery supply for the remainder of the tests). Should the system not run for a minimum period of 20minutes, replace the batteries.		
5	Ensure the microphone is operational.		
6	Ensure the Evacuation tones sound for Fire, Bomb and Evacuation. As well as the all clear. (Ensure that a message is broadcast to notify all persons in the building that the system is being tested, remember to notify everyone once all tests are complete and the system is in a standby mode and ready)		
7	All speakers must be tested per floor as well as inside court yards. Repair any faulty speakers.		



PLANNED MAINTENANCE TRAVEL LOG

Travel Log for the period from (date) to (date)

Date	Origin	Destination	Distance (km)	Detail
Total distance travelled				

Date

Technician Name (Print)

Signature



UNPLANNED MAINTENANCE TRAVEL LOG

COMPLAINT NO.:

Travel Log

Date	Origin	Destination	Distance (km)	Detail
Total distance travelled				

Date

Technician Name (Print)

Signature



CONTRACTOR	COMPLAINT NO:ORDER NO:TENDER NO:						
	DEPT:BUILDING:TOWN:.....						
	DESCRIPTION OF COMPLAINT:						
	REPORTED BY:TEL. NO:DATE:						
	CONTRACTOR:CONTACT NO:						
	DESCRIPTION OF WORK EXECUTED BY THE CONTRACTOR (to be supplemented with a report if required):						
	No	Area / Room No.	Description of material used on site			Unit (E.g./m ² /m/No	Qty
	1.						
	2.						
	3.						
4.							
5.							
	Guarantee	Yes / No	Time period for guarantee		Serial no. / Guarantee Card no		
	Equipment						
	Workmanship						
	(A break down invoice must be separately provided to indicate labour, material, travel, equipment hire, profit & % and VAT)						
	*** A separate job card must be signed by the contractor for each day worked on site						
	Labour type	Date on site (dd/mm/yyyy)	Time in	Time out	Hrs	No. on site	
	Artisan						
	Semi-skilled						
	Labourer (General)						
	Type of transport:	Travelled from:		KMs per return trip:			
	Name of Artisan:	Job complete:	Yes No	Date of completion: Signature:			
CLIENT	I certify that I personally checked the contractor's work and it has been executed satisfactorily. I have received the scrap material <input type="checkbox"/> , not received scrap material <input type="checkbox"/> (I however do not certify technical correctness of the work)						
	Name: Telephone no:					OFFICE STAMP	
	Designation: Signature: Date:						
	***Client to please retain copy for audit purposes						
DEPARTMENT	<input type="checkbox"/>	State owned			The work / service is certified as complete		
	<input type="checkbox"/>	Leased property			Signature:		
	<input type="checkbox"/>	Physically inspected			Name:		
	<input type="checkbox"/>	Telephonic confirmation with:			Designation / Rank:.....		
	<input type="checkbox"/>	Tel. no:			Date:		



PET09/2024 GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

ANNEXURE A

PRICING SCHEDULE

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

BILL OF QUANTITIES

THE BILL IS BASED ON A 36 MONTH CONTRACT



DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

Below is the list of sites required to be serviced and maintained during the course of the contract. Some sites will have more than one type of motorised access control device.

<u>SITE NAME</u>	<u>CCTV</u>	<u>ACCESS CONTROL</u>	<u>X-RAY & METAL DETECTORS</u>	<u>INTRUDER ALARM SYSTEMS</u>	<u>INTERCOM & PA SYSTEMS</u>	<u>FIRE DETECTION</u>	<u>SECURITY FENCE DETECTION SYSTEMS</u>	<u>TURNSTILS</u>
<u>PWD BUILDINGS</u>								
PWD PORT ELIZABETH - EBEN DONGES BUILDING	√	√	√	√	√	√		
38 KING STREET, EAST LONDON	√	√	√	√				
<u>DPWI WORKSHOPS</u>								
Harrower road	√							

DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 1

BILL NO. 1 : PRELIMINARY AND GENERAL

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
1	BILL NO 1 : PRELIMINARY AND GENERAL				
2	Condition of Contract : Compliance with all contractual requirements and obligations in terms of the General Conditions of Contracts and the Contract Data				
3	Conditions except as elsewhere measured : Fixed	Sum	1		
4	Conditions except as elsewhere measured : Time Related	Sum	1		
5	Conditions except as elsewhere measured : Value Related	Sum	1		
6	Surety, Performance bond : Fixed	Sum	1		
7	Insurance : Construction Works : Time Related	Sum	1		
8	Insurance : Public Liability : Time Related	Sum	1		
9	Insurance : Special Risks (SASRIA) : Time Related	Sum	1		
10	Insurance : Occupational compensation (COLD) : Time Related	Sum	1		
11	Construction Programme compile, submit, maintain : Time Related	Sum	1		
12	Site Facilities as specified or required for accomodation at the site of the works including establishment at commencement and removal upon completion.				
13	Administrative facilities : Site instruction books & communication	Sum	1		
14	Display Boards placed at each site	Sum	1		
15	Electrical and Water temporary provisions	Sum	1		
16	Occupational Health and Safety : Compliance with the requirement of the appicalbe Act including specific additional requirement				
17	Safety Officer : Appoint	Sum	1		
18	Prepare and submit health and safety plan	Sum	1		
19	First aid kit : supply and maintain	Sum	1		
20	Supervision and management of the progress of construction works including the attendance at meeting on the site with the employer or representatives as and when required.				



21	Rubbish and waste management	Sum	1		
22	Quality system	Sum	1		
23	Contractor's drawings, design and product information : prepare and submit for approval prior to commencement of manufacture and installation.				
24	Training (Allow for training on site personnel's)	Sum	1		
25	Hazardous material removal : Dismantling, removal & disposal of existing hazardous material from existing site. Includes contaminated components.				
26	Dismantling, removal and disposal of any defective parts from X-Ray Scanners	Sum	1		
27	Operating and Maintenance manuals				
28	Prepare and Submit draft and final record copies	Sum	1		
29	Day Works				
30	Provisional sums to be expended only as authorised by the employer including overtimes				
31	Artisan : Normal Time	Hr	600		
32	Artisan : Overtime (weekdays)	Hr	50		
33	Artisan : Overtime (Sundays)	Hr	50		
34	Semiskilled : Normal Time	Hr	600		
35	Semiskilled : Overtime (weekdays)	Hr	50		
36	Labourer : Normal Time	Hr	600		
37	Labourer : Overtime (weekdays)	Hr	50		
38	Labourer : Overtime (Sundays)	Hr	50		
39	Technician : Normal Time	Hr	600		
40	Technician : Overtime (weekdays)	Hr	50		
41	Technician : Overtime (Sundays)	Hr	50		
42	Engineer : Normal Time (weekdays)	Hr	50		
TOTAL CARRIED TO PRICE SUMMARY PAGE					

DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 2

BILL NO. 2: ACCESS CONTROL GENERAL - MAINTENANCE

[illegible]

DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 3

BILL NO. 3: ACCESS CONTROL - MAINTENANCE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 3 : ACCESS CONTROL				
1	EQUIPMENT FOR ACCESS CONTROL				
2	Auto Door Closure	No	1		
3	Door Motion Sensors	No	1		
4	Electric/magnetic, Strike and Mottice door locks with fire relays interface	No	1		
5	Micro Chip Access Card/Tag readers complete with power supply	No	1		
6	Key Pad Access Control complete with power supply	No	2		
7	Biometric Reader Access Control complete with power supply	No	14		
8	Press button at doors for access control complete with power supply	No	1		
9	Access Control Computer System with relevant softwares	No	1		
10	Printers	No	1		
11	Access Control System Controllers	No	1		
12	Access Control Door Controllers	No	1		
13	Data Switches	No	1		
14	Power Supplies	No	1		
15	Batteries	No	1		
16	Cat 5 / 6 Cable	No	1		
17	Mylar cable	No	1		
TOTAL CARRIED TO PRICE SUMMARY PAGE					

DEPARTMENT OF PUBLIC WORKS

GQEERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 4

BILL NO. 4 : CCTV - MAINTENANCE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 4 : CCTV				
1	CCTV				
2	NOTE: The contractor must within 21 days of the date of the letter of acceptance of his bid, submit to the departments representative a detailed program for the execution of the three monthly maintenance of all the equipment for the whole of the contract period of 36 months, listing each type of equipment, its location and fixed dates of maintenance, the contractor will be required to keep to the program at all times as accepted by the departments representative.				
3	NOTE: The rate for the following item must include for the execution in accordance with the check list and as described in C2.3 technical specification for maintenance to all security systems equipment installed, including all expendable material and labour excluding transportation. Transportation cost must be claimed seperately in accordance with the relevant items provided elsewhere in this document.				
4	Cameras as specified in the technical specification C2.3 and check list C2.5	No	43		
5	Monitors as specified in the technical specification C2.3 and check list C2.5	No	4		
6	Controls as specified in the technical specification C2.3 and check list C2.5	No	1		
7	Digital Video Recording system as specified in the technical specification C2.3 and check list C2.5	No	1		
8	CCTV Computer System with relevant software	No	1		
9	24 port layer 3 POE Managed Data Switches	No	1		
10	Media converters 10/100	No	1		
TOTAL CARRIED TO PRICE SUMMARY PAGE					

DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 5

BILL NO. 5 - X-RAY AND WALK THROUGH METAL DETECTORS - MAINTENANCE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 5 : X - RAY & WALK THROUGH METAL DETECTORS				
1	X - RAY AND WALK THROUGH METAL DETECTOR UNITS				
2	NOTE: The contractor must within 21 days of the date of the letter of acceptance of his bid, submit to the departments representative a detailed program for the execution of the three monthly maintenance of all the equipment for the whole of the contract period of 36 months, listing each type of equipment, its location and fixed dates of maintenance, the contractor will be required to keep to the program at all times as accepted by the departments representative.				
3	NOTE: The rate for the following item must include for the execution in accordance with the check list and as described in C2.3 technical specification for maintenance to all security systems equipment installed, including all expendable material and labour excluding transportation. Transportation cost must be claimed seperately in accordance with the relevant items provided elsewhere in this document.				
4	X - Ray Machines	No	2		
5	Walk Through Metal Detectors	No	2		
TOTAL CARRIED TO PRICE SUMMARY PAGE					



DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 6

BILL NO. 6 - INTERCOM AND PUBLIC ADDRESS SYSTEM - MAINTENANCE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 6 : INTERCOM AND PUBLIC ADDRESS SYSTEM				
1	NOTE: The contractor must within 21 days of the date of the letter of acceptance of his bid, submit to the departments representative a detailed program for the execution of the three monthly maintenance of all the equipment for the whole of the contract period of 36 months, listing each type of equipment, its location and fixed dates of maintenance, the contractor will be required to keep to the program at all times as accepted by the departments representative.				
2	NOTE: The rate for the following item must include for the execution in accordance with the check list and as described in C2.3 technical specification for maintenance to all security systems equipment installed, including all expendable material and labour excluding transportation. Transportation cost must be claimed separately in accordance with the relevant items provided elsewhere in this document.				
3	Intercom System Base Unit	No	1		
4	Intercom System Remote Unit	No	1		
5	Main Amplifier	No	1		
6	Microphones and Panel	No	1		
7	Speakers	No	24		
8	Tone Generators	No	1		
TOTAL CARRIED TO PRICE SUMMARY PAGE					



DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 7

BILL NO. 7 : CONDUIT AND WIRING

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 7 : CONDUIT AND WIRING				
1	CONDUIT				
2	Galvanized conduit including all accessories such as bends, elbows and saddles. Making good of chasing by others				
3	Supply				
4	20 mm Ø galvanized conduit including 2 mm galvanized draw wire	m	1		
5	25 mm Ø galvanized conduit including 2 mm galvanized draw wire	m	1		
6	Installation				
7	20 mm Ø galvanized conduit fixed to steel/timber roof structure	m	1		
8	20 mm Ø galvanized conduit chased into common brick or cast into concrete	m	1		
9	25 mm Ø galvanized conduit fixed to steel/timber roof structure	m	1		
10	25 mm Ø galvanized conduit chased into common brick or cast into concrete	m	1		
11	CONDUIT BOXES				
12	Supply (not draw boxes)				
13	20 mm round galvanized conduit box	No	1		
14	100 x 50 x 50 mm galvanized box and blank cover	No	1		
15	100 x 100 x 50 mm galvanized box and blank cover	No	1		
16	Installation				
17	20 mm round galvanized conduit box	No	1		
18	100 x 50 x 50 mm galvanized box and blank cover	No	1		
19	100 x 100 x 50 mm galvanized box and blank cover	No	1		
20	CONDUCTORS (COPPER) incl Earth				
21	Supply				
22	1,5 mm ² PVC insulated	m	1		
23	2,5 mm ² PVC insulated	m	1		
24	4,0 mm ² PVC insulated	m	1		
25	Installation				
26	1,5 mm ² PVC insulated	m	1		
27	2,5 mm ² PVC insulated	m	1		
28	4,0 mm ² PVC insulated	m	1		

TOTAL CARRIED TO PRICE SUMMARY PAGE



DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 8

BILL NO. 8 : INTRUSION ALARM SYSTEM - MAINTENANCE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 8 : INTRUSION ALARM SYSTEM				
1	NOTE: The contractor must within 21 days of the date of the letter of acceptance of his bid, submit to the departments representative a detailed program for the execution of the three monthly maintenance of all the equipment for the whole of the contract period of 36 months, listing each type of equipment, its location and fixed dates of maintenance, the contractor will be required to keep to the program at all times as accepted by the departments representative.				
2	NOTE : The rate for the following item must include for the execution in accordance with the check list and as described in C2.3 technical specification for maintenance to all security systems equipment installed, including all expendable material and labour excluding transportation. Transportation cost must be claimed seperately in accordance with the relevant items provided elsewhere in this document.				
3	Alarm Panels	No	1		
4	Power Supply	No	1		
5	Batteries	No	1		
6	Door Sensors	No	1		
7	Alarm Panel Key Pads	No	1		
8	Passive Infrared Sensors	No	1		
9	Cables	m	1		
10	Sirens	No	1		
11	Strobes	No	1		
12	Alarm Communication Systems	No	1		
TOTAL CARRIED TO PRICE SUMMARY PAGE					

DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 9

BILL NO. 9 : SOCKET OUTLETS (Provision)

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 9 : SOCKET OUTLETS				
1	SOCKET OUTLETS				
2	16 Amp flush mounted single pole switched socket outlet complete with galvanized box and cover				
3	Supply	No	1		
4	Installation	No	1		
5	16 Amp flush mounted dedicated single pole switched socket outlet complete with red cover, shaved earth pin & galvanized box and cover				
6	Supply	No	1		
7	Installation	No	1		
8	16 Amp flush mounted single pole switched socket outlet complete for power skirting				
9	Supply	No	1		
10	Installation	No	1		
11	16 Amp flush mounted single pole dedicated switched socket outlet complete with red cover and shaved earth pin for power skirting				
12	Supply	No	1		
13	Installation	No	1		
TOTAL CARRIED TO PRICE SUMMARY PAGE					



DEPARTMENT OF PUBLIC WORKS

GQEERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 10

BILL NO. 10 : PROVISIONAL SUM

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 10 : PROVISIONAL SUM				
	TRANSPORT (Maintenance & Un-Planned Maintenance)				
1	Allow for provision of transport as per specification	km	50000		
2	Materials and Equipment - Planned Maintenance	Sum	1	R 978 618,00	R 978 618,00
2	Materials and Equipment (e.g R200,000.00 x Profit=amount) - Planned Maintenance	%		R 978 618,00	
	Un-planned maintenance				
	Provisional sums to be expended only as authorised by the employer including overtimes.				
3	Repairs / Materials - UnPlanned Maintenance	Sum	1	R 500 000,00	R 500 000,00
2	Materials and Equipment (R200,000.00 x Profit=amount) - unPlanned Maintenance	%		R 500 000,00	
4	X - Ray Machine as per specification	No	1		
5	Walk Through Metal Detector	No	1		
6	Addressable Sirens (Red - Surface Mount)	No	1		
TOTAL CARRIED TO PRICE SUMMARY PAGE					

DEPARTMENT OF PUBLIC WORKS

GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 11

BILL NO. 11 : PROVISIONAL SUM

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 11 : PROVISIONAL SUM				
1	Morpho Access J-Series Biometric Reader	No	1		
2	Un-Lock Token	No	1		
3	iTRT ImroX Intelligent Reader Terminals including PSU. Wiegand Interface	No	1		
4	12vdc 8 A/H Gel Battery	No	1		
5	Cat 5 UTP Cable (Inc Boots & Rj45 connectors)	M	1		
6	RTE Push Buttons	No	1		
7	300kg Electro- Magnetic Lock with mounting bracket	No	1		
8	Mylar cable 3pr 0.22	M	1		
9	Server Rack Mount 19" PC, I5, 4Gb Ram, 500GB HDD, DVD Writer, Keyboard, Mouse	No	1		
10	Workstation PC, I5, 4Gb Ram, 500GB HDD, DVD Writer, Keyboard, Mouse	No	1		
11	48 Port Layer 3 Data Switch 10/100/1000.	No	1		
12	Windows 7 32/64 Bit	No	1		
13	ImproNet Engine	No	1		
14	ImproNet Access Only	No	1		
15	Impro Touch Unlock Code Software	No	1		
16	IXP 400i Ethernet Controller in PSU box	No	1		
17	Sagem MorphoSmart 300, USB Optical Enrolment Scanner With Integrated VERIF	No	1		
18	ImproNet Access Only - 3rd party tags, inc USB registration Interface	No	1		
19	22" LED Flat screen VGA/DVI	No	4		
TOTAL CARRIED TO PRICE SUMMARY PAGE					

DEPARTMENT OF PUBLIC WORKS

GQEERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS

TENDER NO:

SCHEDULE NO: 12

BILL NO. 12 : PROVISIONAL SUM

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TENDER AMOUNT
	BILL NO 12 : PROVISIONAL SUM				
1	Proximity Tags	No	1		
2	2 Mpixel Fixed Dome Camera 2.1 to 6mm	No	5		
3	5 Mpixel Fixed Box Camera, complete in housing & Wall Bracket	No	5		
9	Analogue Color 570TVL Outdoor camera, 3.8 - 9.5mm, complete in outdoor housing and wall mount bracket	No	10		
10	Analogue Color 570TVL Indoor camera, 3.8 - 9.5mm, complete in outdoor housing and wall mount bracket	No	5		
11	Analogue In Door / Outdoor PTZ camera, complete with all required brackets for indoor or outdoor. Color, 128 presets, 360deg pan, 0.0001 lux, full auto focus multi protocol, WDR function.	No	5		
12	Loop Detector	No	3		
TOTAL CARRIED TO PRICE SUMMARY PAGE					



DEPARTMENT OF PUBLIC WORKS				
GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEM FOR 36 MONTHS				
TENDER NO :				
BILL OF QUANTITIES				
SUMMARY				
SCHEDULE DETAILS			TENDER AMOUNT TOTALS	
TOTAL SCHEDULE NO 1 : PRELIMINARY AND GENERAL				
TOTAL SCHEDULE NO 2 : CCTV & ACCESS CONTROL GENERAL				
TOTAL SCHEDULE NO 3 : ACCESS CONTROL				
TOTAL SCHEDULE NO 4 : CCTV				
TOTAL SCHEDULE NO 5 : X-RAY & WALK THROUGH METAL DETECTORS				
TOTAL SCHEDULE NO 6 : INTERCOM & PUBLIC ADDRESS SYSTEM				
TOTAL SCHEDULE NO 7: CONDUIT AND WIRING				
TOTAL SCHEDULE NO 8: INTRUSION ALARM SYSTEM				
TOTAL SCHEDULE NO 9: SOCKET OUTLETS				
TOTAL SCHEDULE NO 10: PROVISIONAL SUM				
TOTAL SCHEDULE NO 11: PROVISIONAL SUM				
TOTAL SCHEDULE NO 12: PROVISIONAL SUM				
TOTAL OF SCHEDULE OF QUANTITIES EXCLUDING VAT :				
			ADD: VAT @ 15%	
TOTAL OF SCHEDULE OF QUANTITIES INCLUDING VAT :				



PA-11: BIDDER'S DISCLOSURE

Bid no: PET09/2024

Bid/ Project Description: GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

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 interest³ 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".

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 consortium⁴ 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.



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			
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7			
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9			
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11			
12			
13			
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15			
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20			

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-15.2: 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 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 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			
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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: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS		
Tender / Quotation no:	PET09/2024	Reference no:	1354

Date Bid Briefing Meeting: 27 November 2024

Time of Bid Briefing Meeting: 11:00

Venue: Eben Donges Building, Ground Floor Hall

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: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS		
Tender / Quotation no:	PET09/2024	Reference no:	1354

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
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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: PET09/2024

Name of Tenderer

☐ EME² ☐ QSE³ ☐ 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.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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)

² EME: Exempted Micro Enterprise

³ 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

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	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	<ul style="list-style-type: none"> 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 Province area	2	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none">• SANAS Accredited BBEE 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 (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none">• ID Copy and SANAS Accredited BBEE 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).



3. 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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	
2. Located in Eastern Cape Province for work to be done or services to be rendered in the Eastern Cape Province area	2	
3. An EME or QSE or any entity which is at least 51% owned by black women	4	
4. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
5. 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:

.....

.....

.....



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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:	
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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who 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 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:



- ☐ The Enterprise is _____% Black Owned using the flow-through principle 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 Female Owned 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 Designated Group Owned 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,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Select applicable

☐ 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
Day/ month / year

Revenue/ Allocated Budget/Gross Receipts was R10, 000,000.00 (Ten Million Rands) or less

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. 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.

5. 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 Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 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:	
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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who 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 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;”

- I hereby declare under Oath that:



- ☐ The Enterprise is _____% Black Owned using the flow-through principle 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 Female Owned 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 Designated Group Owned 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,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Select applicable

☐ Based on the Financial Statements ☐ / Management Accounts and other information ☐ on the latest financial year-end of ____/____/____ (format day/month/year)

Day/ month / year

the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	<input type="checkbox"/>
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	<input type="checkbox"/>

4. 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.
5. 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 G&S)

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, 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, to verify the information submitted by bidders:
 - 3.11.1. CSD registration certificate (if the bidder is registered in the CSD)



3.11.2. CIPC 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 hours.
- 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.
- 14.5 The Department will not accept a copy of a previously certified document and will not provide any bidder an opportunity to correct such a non-compliance.

15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A “Sworn Affidavit” must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted “Sworn Affidavit” does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
 - 15.2.1 The “Sworn Affidavit” must not be expired at the closing date.
 - 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
 - 15.2.3 The “Sworn Affidavit” must be signed and dated by the bidder (Deponent).
 - 15.2.4 The “Sworn Affidavit” submitted must be signed and stamped by the “Commissioner of Oath”.
 - 15.2.5 The “latest financial year-end” field must not be left blank.
 - 15.2.5.1 The latest “financial year-end date” cannot be a future date.



- 15.2.5.2 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) from CIPC or deal with any clarity seeking matter/ confirmation as an administrative matter.
- 15.2.6 In respect of “Sworn Affidavits” of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
- 15.2.7 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 15.3 The Department will seek the following clarity matters in respect of the Sworn Affidavits (should it be deemed necessary) and upon request the bidder will be given a minimum of five (5) working days to respond to the Department:
- 15.3.1 If the bidder did not select/circle/ticked “Member/ Director/ Owner” where so required. The Department will communicate with such affected the bidder in writing.
- 15.3.2 If a bidder did not select/ circle/ ticked the required field “Financial Statements/ Management Accounts/ Audited Financial Statements” where so required. The Department will communicate with such affected the bidder in writing.
- 15.3.3 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) on CIPC or against any other submitted document or will seek clarity / confirmation from the bidder and deal with it as an administrative matter.
- 15.3.4 If the financial year-end indicated in the sworn affidavit is not at the end of the month or it is not the correct month when validated on CIPC or against any other submitted documents, the Department will enquire from the affected bidder to indicate its correct latest financial year end in the format (day/month/year) and:
- 15.3.4.1.1 If the “day” indicated on the submitted affidavit is wrong, but the month and year is correct, the bidder’s affidavit will be “deemed valid” and it will be evaluated.
- 15.3.4.1.2 If the “month” indicated on the submitted affidavit is wrong, the bidder’s affidavit will be will be considered invalid.
- 15.4 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 15.5 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

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

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.
- 16.2 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.
- 16.3 The requirements of a valid BBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.4 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.
- 16.5 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.
- 16.6 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.



- 16.7 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.
- 16.8 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.
- 16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.10 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.

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

- 17.1 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.
- 17.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

18 FORM OF OFFER AND ACCEPTANCE

- 18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 18.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
 - 18.3.1 The tenderer's offer will not be disqualified.
 - 18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
 - 18.4.1 The tenderer's offer will not be disqualified.
 - 18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
 - 18.5.1 It must be signed by an authorised person of the Bidder;
 - 18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
 - 18.5.3 The date on the form of offer must be completed;
 - 18.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 18.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will not be considered further.

19 CORRECTION OF ERRORS

- 19.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 19.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 19.3 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:

- 19.3.1 Seek the necessary clarification from the tenderer and;
- 19.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
- 19.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

- 20.1 N/A

21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

- 21.1 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.

22 POINTS FOR SPECIFIC GOALS

- 22.1 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.
- 22.2 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.
- 22.3 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.

23 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: <ul style="list-style-type: none"> 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 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.

24 DISCLAIMER



24.1 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:

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

24.1.2 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 26 June 2024)



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: PET09/2024

BID/ PROJECT DESCRIPTION: GQEBERHA: PREVENTATIVE MAINTENANCE OF ACCESS CONTROL SYSTEMS FOR 36 MONTHS

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.



6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation

during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.



- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the

Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided



that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT



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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;
- 1.1.20. "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;
- 1.1.21. "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;
- 1.1.22. "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;
- 1.1.23. "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;
- 1.1.24. "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;
- 1.1.25. "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;
- 1.1.26. "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.

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.

DURATION

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

- 3.1. 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.
- 3.2. 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.

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.

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.

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 delegate to the Service Manager who shall confirm, reverse or vary such order or instruction.

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).

SECURITY CLEARANCE

- 8.1. 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.

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
- 9.1.2. 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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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

VARIATIONS

- 22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.
No variation by the Employer of whatever nature shall vitiate the Contract.
- 22.2. 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.
- 22.3. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.
- 22.4. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.
- 22.5. 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.
- 22.6. The Additional Services will be valued at the rates in the Pricing Data.

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.

X = 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 $(Rw - Rn) \div X$ 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.

SUSPENSION OF THE SERVICES

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.

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.

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:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) 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.

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.

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.

COMPLETION

- 29.1. 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.

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.

INDULGENCES

- 31.1. 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.

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.

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.

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.

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.

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.

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 Parties 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.

Name of Bidder	Signature	Date