



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA

Quotation No: ID: 3165521
Closing Date: Wednesday, 18 October 2023
Closing Time: 11:00
Briefing Meeting Date: N/A
Briefing Meeting time: N/A

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: Ms Sharon De Kock
Tel No: 041 408 2156 during office hours
Cell No: SCM Official Cell No
Email Address: Sharon.DeKock@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES
Enquires: Benny Nomzanga
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SUMMARY OF BID INFORMATION

| | | |
|--|---|--|
| Bid Number | ID: 3165521 | |
| Bid/ Project Description | REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA | |
| Bid Closing date & Time | Wednesday, 18 October 2023 | 11:00 |
| Bid Briefing Date & Time (If applicable) | N/A | N/A |
| Venue | N/A | |
| Document Price | Free of Charge | |
| SCM SPECIFIC ENQUIRIES: | Ms Sharon De Kock | Sharon.DeKock@dpw.gov.za |
| | 041 408 2156 | SCM Offical Cell No |
| Points to be allocated for an area for work to be done or services to be done in that area | Eastern Cape Province | |
| TECHNICAL / PROJECT SPECIFIC ENQUIRIES | Benny Nomzanga | Benny.Nomzanga@dpw.gov.za |
| | 041 408 2195 | 066 515 3586 |

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

| | | | |
|-------------------|---|--------------------------------|---|
| Project title: | REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA | | |
| Quotation no: | ID: 3165521 | Procurement Plan Reference no: | [Enter Procurement Plan Number (if applicable)] |
| Advertising date: | Wednesday, 11 October 2023 | Closing date: | Wednesday, 18 October 2023 |
| Closing time: | 11:00 | Validity period: | 120 calendar days |

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **2 SF** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or Not applicable Not applicable PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. EVALUATION METHOD FOR RESPONSIVE BIDS

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

| | |
|---|---|
| <input type="checkbox"/> Method 1 (Financial offer) | <input checked="" type="checkbox"/> Method 2 (Financial and Preference offer) |
|---|---|

2.2 The 80/20 Preference points scoring system will be applicable for this bid

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, 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 checked="" type="checkbox"/> | Use of correction fluid is prohibited. Corrections to be crossed out and initialled. |
| 4. | <input checked="" type="checkbox"/> | There will be no briefing meeting. |
| 5. | <input checked="" type="checkbox"/> | Bidders must be registered on the National Treasury's Central Supplier Database (CSD) |
| 6. | <input checked="" type="checkbox"/> | Submission of a signed bid offer as per the DPW-07 (EC). |
| 7. | <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. |
| 8. | <input type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 9. | <input checked="" type="checkbox"/> | Bidders will be evaluated as per Special Conditions of Bid (SCB-1) |

| | | |
|-----|--------------------------|--|
| 10. | <input type="checkbox"/> | |
| 11. | <input type="checkbox"/> | |
| 12. | <input type="checkbox"/> | |
| 13. | <input type="checkbox"/> | |

ADMINISTRATIVE CRITERIA

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 proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any. |
| 5. | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required. |
| 6. | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 7. | <input 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. |
| 8. | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement |
| 9. | <input checked="" type="checkbox"/> | Bidders will be evaluated as per special conditions of bid (SCB-1) |
| 10. | <input checked="" type="checkbox"/> | PA 10: FM GENERAL CONDITIONS OF CONTRACT |
| 11. | <input checked="" type="checkbox"/> | Special Conditions of a bid will apply. |
| 12. | <input checked="" type="checkbox"/> | The Company must submit proof of Technicians that permits them to work on Fire Detection System. The Technician must be under the company who submits the bid from SAQCC or PSIRA |
| 13. | <input checked="" type="checkbox"/> | Bidder to submit at least one testimonial/ reference letter to proof relevant work experience in Fire Detection. The testimonial/ reference letter must have the following: <ul style="list-style-type: none"> 1. Project Name and Amount 2. Client stamp 3. Email address and 4. Landline number and Cell number |
| 14. | <input type="checkbox"/> | |
| 15. | <input type="checkbox"/> | |

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

4.1 For procurement transaction with rand value greater than R 2 000 and up to R 1 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 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 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 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 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. OBJECTIVE CRITERIA
PASSING OVER THE HIGHEST POINT SCORER**

N/A

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 Free of Charge is payable (cash only) on collection of the bid documents.

7. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING

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

| | | | |
|------------------------------|---------|-----------------------|-----|
| Venue: | N/A | | |
| Virtual meeting link: | ("N/A") | | |
| Date: | N/A | Starting time: | N/A |

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 | Ms Sharon De Kock | Telephone no: | 041 408 2156 |
| Cellular phone no | SCM Official Cell No | Fax no: | N/A |
| E-mail | Sharon.DeKock@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: Wednesday, 18 October 2023

Closing Time: 11:00

| | | |
|---|-----------|---|
| <p>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</p> | OR | <p>Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street</p> |
|---|-----------|---|

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: ID: 3165521

Bid/ Project Description: REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA

TERMS OF REFERENCE AND SPECIFICATION

PART C2.1- C2.5

PART C2.1

1. PROJECT PARTICULARS

2. SUBSECTION 1: GENERAL INFORMATION

1.1 DOCUMENTATION

The Department of Public Works proposes to repair for a period of one months the existing **Fire Detection system** at PE 10111. 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 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. 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.

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: Pricing data: Scope of the Works.

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

1.2 SITE INFORMATION

1.2.1 General

The site of the proposed engineering works for this project is located at PE 10111 the premises is also listed in Part C2.5.

The contractor shall assess the site to determine relevant data once his/hers bid is accepted and shall together with the engineers prepare a new schedule of quantity for this particular site

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 DPW, 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.

3. 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 documents contained in Part C1 including the General Conditions of Contract 2004 (GCC 2004).

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 33 and 35 of the Contract Data 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 2004 clause 46.1.

(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 DPW Project Manager to whom the book shall be returned on completion. The contractor shall supply carbon paper.

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

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 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 weekly 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 repair and maintenance of existing security system and fire detection equipment's 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.

2.1.4.2 Purpose of the Proposed Engineering Works

The purpose of the maintenance project is to ensure that the security equipment's 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

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.

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 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 SAPS.

The Department 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 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 and 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 equipment's 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:

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

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 equipment's 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 repairs and maintenance of the following security equipment's indicated below:

- Access Control System
- Fire Detection System

The Fire Detection and Access Control Equipment's installed in referred Building is stipulated 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 equipment's 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.

- Unauthorized entry prohibited.
- Unauthorized handling 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 screen-printed 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 Day works.

2.3.4 Site Maintenance and Servicing (Planned)

2.3.4.1 Scope of Works

The existing 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 repairs (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.

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.

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/ repair of the Fire Detection.

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. Two 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 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 site 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.

“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.

PART: C2.2

GENERAL REQUIREMENTS

CONTENTS

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.

4. 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

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:

1. 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.
2. 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 |

| Hazardous work or activity | Applicable sub regulation of the Construction Regulation, 2003. | Other applicable Regulations |
|---|--|---|
| | | 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 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 | 24 | |
| 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. |

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. Alternatively, software files may be viewed or downloaded from the DPW website at www.publicworks.gov.za/documents/consultants documents.

1. 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.

2. 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.

1. 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.

2. 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.
3. 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.
4. 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.

3. FIRE DETECTION SYSTEM (Smoke & Heat Detector)

The fire control panel automatically checks the devices including the system wiring connected to it. If any fault is detected it will be reported on the panel. Where possible, the panel shall also report the nature and location of the fault. In some cases the fault is transitory and shall be correct by itself, for example in the case of a power failure.

Other faults need to be rectified as promptly as possible.

Basic Requirements

Certain basic requirements must be met in order to ensure that the fire detection system is tested, maintained and is operating in an approved manner. These are described below.

System specification

It is very important that a record is available indicating how the fire system has been configured. The system specification is essential for the system to be tested and verified during servicing. This document is the blueprint of how the system has been configured and how it should operate. When changes are made to the system, the specification should be updated.

Log Books

Every control panel should have a log book associated with the installation. This log book is used to record events raised by the panel or related to the fire system. The following information should be recorded in the log book:

- A description of each event, with the name of the person on duty at the time.
- Dates and times of all alarms, whatever the cause. The cause of the alarm should be noted. If the cause is not known then this should be stated. The points activated and their location should be recorded. Any actions taken should also be recorded.
- Dates and times of faults, and details of corrective actions taken.
- Dates and times of system tests.
- Dates and times servicing or repairs, whether routine or corrective, with details.
- Dates and times of disablement of any part of the system, and restoration to normal.

- Details of any major changes or upgrades to the system.
- Notes on outstanding work.

When not in use the system logbook should be stored in a safe, preferably fireproof place by the Contractor's representative on site.

6Test notification

The contractor shall notify all affected parties during and after the testing of fire alarm systems.

Occupants of the building and anyone receiving remote alarm signals, such as the fire department, should be informed in good time of when the test is to be conducted and completion thereof. No alarms should be sounded before the notification has been issued.

Any external systems that are integrated to the fire detection system, such as gas-based fire extinguishing systems, air-conditioning systems, elevators or lifts, should be temporarily disabled while testing is in progress, unless it is the intention to test the external systems.

Care must be taken when testing gas-based fire extinguishing systems.

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 24 volts.

Remove one battery terminal and verify that the system reports a battery fault.

Replace terminal, ensure that it is tight, and reset the panel.

Clean the battery with a damp cloth and lightly lubricate any exposed terminals with petroleum jelly if necessary.

- 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.

ROLLER SHUTTER DOORS

Structure

The contractor shall clean (every 3 months) the guides and rollers (if fitted), apply grease to the guide rollers if specified by the supplier.

Replace any damaged rollers of same or similar type if required.

Mechanism

On the contractors first visit he is required to adjust the tensioning spring on the roller mechanism so that if the door is halfway closed it can easily be opened (NO STRAIN ON THE ELECTRICAL MOTOR).

Check and replace any slats in the door if required.

Clean / degrease the installation prior to re-greasing using a high pressure wash degreaser.

Ensure that the door closes uniformly, adjust if necessary.

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.
- Test that the unit functions correctly

4. 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 24 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.

5. 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 1024 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 Mifaire 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.

15.1 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.

15.2 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.

Security

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

15.3 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

16. 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

17. Software

17.1 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

17.2 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.

17.3 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.

17.4 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

18. 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 clocking's 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.

19. 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 Visitors Module. The template shall be captured using either the Sagem MSO (Licensed) or the Handkey CR.

20. 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 not 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.

21. 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 | 1024 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 | 1024 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 | 1024 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 | 1024 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 | 1024 x 768 | 1280 x 800 |
| Display | 15" | 17" or larger |

All equipment shall be of the latest technology and conform to the latest national and international standards applicable to this type of security equipment. SANS, ISO, BS and UL.

PART: C2.4

1. 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.

PART-C.2.5

| PE 10111 CALL CENTRE COMPONENTS AVAILABLE | PE 10111 CALL CENTRE QUANTITIES AVAILABLE(QTY) |
|---|---|
| Fire Detection System | 1 |
| Motorized Sliding Gates | 2 |
| Intercom/Public Address/Evacuation System | 1 |
| CCTV System | 1 |
| Access Control System | 1 |
| | |

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

2. CHECK LISTS FOR REPAIR & MAINTENANCE TO FIRE DETECTION SYSTEM

REPAIR, MAINTENANCE AND SERVICE SCHEDULE FOR FIRE DETECTION SYSTEM.
(TO BE SUBMITTED WITH INVOICE FOR PAYMENTS ON COMPLETION)

Service to be carried out to manufacturer's specification.

FIRE DETECTION SYSTEM

NAME OF BUILDING/PLACE.....

| ITEM NO. | DESCRIPTION OF ITEM | ITEM CHECKED (TO BE TICKED OFF) | |
|----------|-------------------------------------|---------------------------------|----|
| | | YES | NO |
| | <u>FIRE DETECTION SYSTEM</u> | | |
| 1 | Inspect all equipment and clean. | | |
| 2 | Log book analysis | | |
| 3 | Service and pre service check | | |
| 4 | Analogue value check | | |
| 5 | Configuration check | | |
| 6 | Disabled device check | | |
| 7 | Alarm test | | |
| 8 | Fault test | | |
| 9 | Panel control test | | |
| 10 | Printer test | | |
| 11 | Monitor Earth leakage | | |
| 12 | Connection check | | |
| 13 | Battery replacement check | | |
| 14 | Battery operation check | | |
| 15 | Set time and date | | |
| 16 | Input-output configuration check | | |
| 17 | Building configuration check | | |
| 18 | Check all cabling. | | |
| 19 | Check all Smoke detectors. | | |
| 20 | Check all Heat detectors. | | |

REPORT:.....
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.....

DATE

TECHNICIAN/ELECTRICIAN NAME (PRINT)

SIGNATURE

3. PLANNED MAINTENANCE JOB CARD

Service Date :

Place: Institution Location
.....

Service description.....

Contractor:
Telephone:.....

| WORK EXECUTED DESCRIPTION |
|---------------------------|
| |
| |
| |
| |
| |
| |
| |
| |
| |

Use addendum if additional space is required. Attach the following documents : 1. Completed & signed servicing checklists pages. Monthly travel log sheet.

Artisan's Name:

Date of arrival: Time: Completion date: Time:

Actual hours worked on site: Signature of Artisan (Contractor) :
.....

CONTRACTOR

I HEREBY DECLARE THAT THE MAINTENANCE AND SERVICING AS LISTED IN CHECK LIST C2.5 HAVE BEEN SATISFACTORILY EXECUTED AND THAT ALL RECORDS HAVE BEEN UPDATED.

SIGNED BY THE CONTRACTOR

Date :

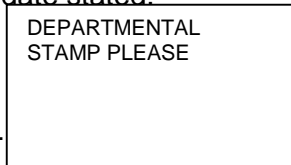
Name :

Signature :
.....

CLIENT DEPARTMENT (To be completed by the designated officer)

I have personally checked that the contractor inspected the equipment on the date stated.
(However I do not certify technical correctness)

Remarks :



Name : Rank : Date :

Signature: Telephone :

Departmental Representative

Approved and included in Certificate for Payment No subject to remedy of defects.

(Name)..... (Signature).....

Date :

4. PLANNED MAINTENANCE TRAVEL LOG

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

| Date | Origin | Destination | Distance (km) | Detail |
|---------------------------------|--------|-------------|---------------|--------|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total distance travelled | | | | |

Date

Technician Name (Print)

Signature

5. UNPLANNED MAINTENANCE JOB CARD

COMPLAINT NO.:

Place : Institution : Location :

Service description :

Contractor : Telephone :

| WORK EXECUTED DESCRIPTION | |
|--|----------|
| | |
| | |
| DESCRIPTION OF MATERIAL USED | QUANTITY |
| | |
| | |
| | |
| | |
| | |
| | |
| Travel : Brought forward from travel log | km |

Use addendum if additional space is required. Attach the following documents : 1. Detailed vendor tax invoices for material. 2. Travel log sheet. 3. Time sheets.

Artisan's Name: Number of Labourers: No of Semi Skilled.....

Date of arrival: Time: Completion date: Time:

Actual hours worked on site: Signature of Artisan (Contractor) :

CLIENT DEPARTMENT (To be completed by the complainant / designated officer)
I have personally checked and am satisfied that the complaint has been remedied.
(However I do not certify technical correctness)

Remarks :

| |
|------------------------------|
| DEPARTMENTAL STAMP PLEASE |
|------------------------------|

Name: Rank: Date: Telephone:

Signature:

Departmental Representative
Complaint closed at call centre on (date)..... (time) :

By (Name)..... (Signature).....

Approved and included in Certificate for Payment No subject to remedy of defects.

(Name)..... (Signature).....

Date :

6. UNPLANNED MAINTENANCE TRAVEL LOG

COMPLAINT NO.:

Travel Log

| Date | Origin | Destination | Distance (km) | Detail |
|---------------------------------|--------|-------------|---------------|--------|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total distance travelled | | | | |

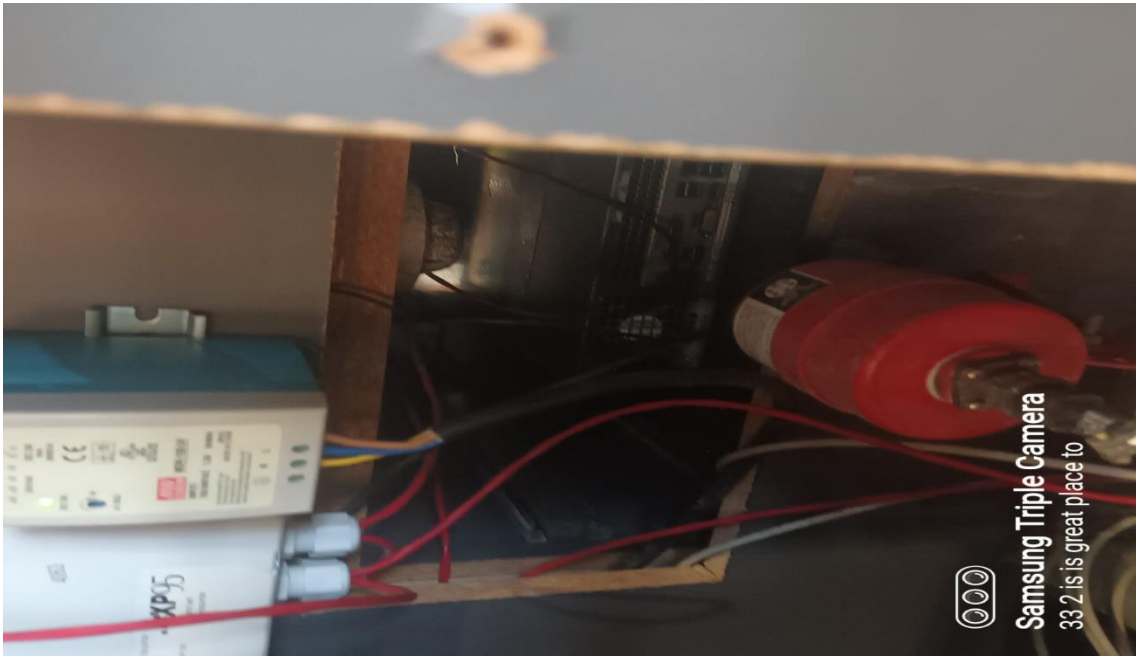
Date

Technician Name (Print)


Signature

SEE ATTACHED PICTURES GIVES AN IDEA TO THE BIDDER WHAT TO EXPECT WHEN REACH THE SITE








Samsung Triple Camera
 33 2 is is great place to




Samsung Triple Camera
 33 2 is is great place to

PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: ID: 3165521

Bid/ Project Description: REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA

| 1. Estimated labour for Breakdowns/ Call outs | | | | | |
|--|--|-------|-----|----------------|----------------|
| Item | Description | UOM | Qty | Rate per/ Hour | Total |
| 1.1. | 1 X Technician | Hours | 100 | R | R |
| 1.2 | 1 X Assistance Technician(Semi-Skilled) | Hours | 100 | R | R |
| 1.3 | 1 X General Labour | Hours | 100 | R | R |
| 1.4 | Travelling | KM | 200 | R | R |
| SUB TOTAL 1 (add Item 1.1 till 1.4) | | | | | R |
| Plant and Equipment Hire | | | | | |
| Item | Description | | | | Cost Per Month |
| 2.1. | Scaffolding/ Sky Jack height requested is above 8 meters from ground level need to be build inside the call centre offices The cost to transport the Scaffolding must also be included on this item 2.1 | | | | R |
| 2.2. | Material (Provisional Amount for Material) | | | | R 600 000.00 |
| 2.3 | Mark-up on material | | | % | R |
| SUB TOTAL 2 (Plant and Equipment Hire): Item 2.1 + Item 2.2+Item 2.3) | | | | | R |
| TOTAL COST (EXCLUDING VAT) (SUB TOTAL 1 + SUB TOTAL 2) | | | | | R |
| Vat @ 15% | | | | | R |
| GRAND TOTAL (Including Vat) | | | | | R |
| <p>NB! Only bidders that are allowed to work on Fire Detection that are allowed to submit the quote.</p> <p>The Company must submit proof of Technicians that permits them to work on Fire Detection System. The Technician must be under the company who submits the bid from SAQCC or PSIRA</p> <p>NB! The information supplied by the bidder will be verified internally by Department of Public Works.</p> | | | | | |

TESTIMONIAL TEMPLATE

This format is provided as a guideline for the compilation of the testimonial/ reference letters only. Bidders may use their own formats.

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder

1. **Testimonial for** (name of bidder) _____

2. **Name of Client/ Employer:** _____

3. **Project description** _____

4. **Contract start date** _____

5. **Contract end date or Practical Completion date:** _____

6. **Contract duration** _____

7. **Contract Sum** _____

8. **Percentage completion of the contract:** _____%

(The percentage completion **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

9. **Percentage of R- value of the Contract Sum spent to date:** _____%

(The percentage R-value of the contract sum spent to date **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

10. **Client contact number** _____

11. **Client physical address** _____

12. **Client e-mail address** _____

13. **Performance rating of the bidder in respect of 1) quality, 2)time and 3) adherence to Contractual obligations (complete table below)**

| Description | Rating of Bidder's performance | | | | |
|--------------------|--|--|--|---|---------------------------------------|
| | Rating: 1 Unacceptable performance | Rating: 2 Performance not unacceptable, but needs Improvement | Rating: 3 Satisfactory Performance | Rating: 4 Above Satisfactory performance | Rating: 5 Excellent performance |
| 1. Quality of work | | | | | |
| 2. Time | | | | | |
| 3. Adherence | | | | | |

14. **Client signature** _____

15. **Date of testimonial** _____

Client Stamp here

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: ID: 3165521

Bid/ Project Description: REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA

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

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

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

| | |
|-------------------------|----------|
| Rand (in words): | |
| Rand in figures: | R |

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

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

Bid No: ID: 3165521

Bid/ Project Description: REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA

SIGNED FOR THE TENDERER:

| | | |
|------------------------|-----------|------|
| | | |
| Name of representative | Signature | Date |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents

The official alternative

Own alternative (only if documentation makes provision therefore)

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

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

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

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour.....

ACCEPTANCE

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

Bid No: ID: 3165521

Bid/ Project Description: REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA

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

Bid no: ID: 3165521

Bid/ Project Description: REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA

| |
|------------------------|
| 1.1.1. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.2. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.3. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.4. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.5. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.6. Subject: |
| Detail: |

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

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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".
For External Use

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

YES NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transaction with rand value greater than R 2 000 and up to R 1 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 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. |

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|---|---------------------------------------|--|
| 3. | An EME or QSE 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 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 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. |

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

- “(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;
- “(price)” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “(rand value)” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “(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
- “(the Act)” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

| |
|--|
| <p>.....SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> |
|--|

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

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

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

2) The contents of this statement are to the best of my knowledge a true reflection of the facts.

Select applicable

2) I am a Member / Director / Owner **(Select one)** of the following enterprise and am duly authorised to act on its behalf:

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

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

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____%
 - o Black Disabled % _____%
 - o Black Unemployed % _____%
 - o Black People living in Rural areas % _____%
 - o Black Military Veterans % _____%

Select applicable

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

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

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

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

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

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

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by *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

| |
|-------------------------|
| ENTERPRISE STAMP |
| |

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ *(position in theEnterprise)*

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

| | | | |
|-------------------------------|--|----------------------|---|
| Project title: | REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA | | |
| Tender / Quotation no: | ID: 3165521 | Reference no: | [Enter Procurement Plan Number (if applicable)] |

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: N/A

Venue: N/A

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 |

SPECIAL CONDITIONS OF BID (SCB-1)

1 INTERPRETATION

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

2 PRECEDENCE

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

3 GENERAL BID RULES

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

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 expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

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, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

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 as follows:
 - 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 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 copied 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.
 - 15.2.6 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.
- 15.1 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.
- 15.2 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 BBBEE – 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 BBBEE-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 TESTIMONIALS

22.1 The word "testimonial" and "reference letter" means the same

22.2 Testimonials must be submitted with the bid and must comply with the following minimum requirements to be considered valid:

22.2.1 The testimonials must be signed.

22.2.2 The project must be within the period specified in the bid.

22.2.3 The testimonial's contract period and R- value must be for a single contract and not the sum of various contracts.

22.2.4 The project must have a minimum contract period as specified in the bid.

22.3 The testimonial must clearly indicate the contract start date and contract end date/ practical completion date.

22.3.1 The testimonial must indicate the client's name, contact particulars and Email address.

22.3.2 The testimonial must be dated.

22.3.3 The testimonial must be stamped by the client. If the testimonial is not stamped, the Department may still consider the testimonial after the authenticity has been verified by the Department.

22.4 In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.

22.5 The bidders performance should be indicated in the testimonial either as (or indicated as a combination of):

22.5.1 An unacceptable performance or

22.5.2 Not unacceptable, but needs Improvement or

22.5.3 A Satisfactory performance or

22.5.4 Above Satisfactory

22.5.5 Excellent performance

22.6 If the bidder's performance is not indicated in the testimonial, the Department will deemed that the bidder's performance was unsatisfactory and will not verify the contrary.

22.7 It is the bidder's responsibility to ensure that their references are contactable.

22.8 The Departmental will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not contactable on the Department's first attempt.

22.9 If the Department receives no response on the bidder's testimonials, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also a "no comment" reply will be deemed as an unsatisfactory performance.

22.10 Bidders will not be afforded to submit new testimonials, if there initial references/ testimonials are not responding.

22.11 An appointment letter/ award letter and or signed contract are not accepted as a testimonial.

22.12 Bidders may use the testimonial template provided in the bid document (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in this special conditions.

23 POINTS FOR SPECIFIC GOALS

- 23.1 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.
- 23.2 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.
- 23.3 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.

24 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: 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: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest. |
| f) A natural person, sole proprietor or a Partnership | Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership. |
| g) A Trust | Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees. |

25 DISCLAIMER

25.1 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:

- 25.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to
- 25.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as “deemed responsive” or giving points, etc, without requesting the corrections/ ratifications of a matter which is eligible as per the “Special Conditions of Bid”.

– End Special Conditions of Bid –
(Version: Approved 29 August 2023)

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*
- 1.1.1. *“Additional Services” are increases in the quantity of the routine Services detailed in the Scope of Works.*
- 1.1.2. *“Bill of Quantities” means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*
- 1.1.3. *“Certificate of Completion” means the certificate issued by the Service Manager signifying that the Contract has expired;*
- 1.1.4. *“Commencement Date” means the date on when the Service Provider is notified of the Employer’s acceptance of its offer;*
- 1.1.5. *“Contract” means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*
- 1.1.6. *“Contract Data” means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*
- 1.1.7. *“Contract Period” is from Commencement Date for the period stated in the Contract Data;*
- 1.1.8. *“Contract Price” means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*
- 1.1.9. *“Contract Sum” refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*
- 1.1.10. *“CPAP” means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*
- 1.1.11. *“Day” means a calendar day;*
- 1.1.12. *“Drawings” means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*
- 1.1.13. *“Employer” means the contracting Party named in the Contract Data who appoints the Service Provider;*
- 1.1.14. *“Equipment” includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*
- 1.1.15. *“Facilities” means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*
- 1.1.16. *“Form of Offer and Acceptance” means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider’s offer;*

- 1.1.17.** *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*
- 1.1.18.** *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*
- 1.1.19.** *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*
- 1.1.20.** *"Parties" means the Employer and the Service Provider;*
- 1.1.21.** *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*
- 1.1.22.** *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*
- 1.1.23.** *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*
- 1.1.24.** *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*
- 1.1.25.** *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*
- 1.1.26.** *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*
- 1.1.27.** *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

2. INTERPRETATION

- 2.1.** *In this Contract, except where the context otherwise requires:*
- 2.1.1** *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2** *The singular includes the plural; and vice versa*
- 2.1.3** *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2.** *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*
- 2.3.** *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4.** *The various parts of the Contract are severable and may be interpreted as such.*

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

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

3. DURATION

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

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

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

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

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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

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

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

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

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

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

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

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

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

6. SERVICE MANAGER

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

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

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

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

7. SECURITY

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

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

8. SECURITY CLEARANCE

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

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

9. CONFIDENTIALITY

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

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

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

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

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

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

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

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

10. **AMBIGUITY IN DOCUMENTS**

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

11. **INSURANCES**

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

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

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

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

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

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

12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. **PROGRAMME**

- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

14. SUBCONTRACTING

- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. COMPLIANCE WITH LEGISLATION

- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*
- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

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

17. REPORTING OF INCIDENTS

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

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

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

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

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

18. NUISANCE

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

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

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

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

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

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

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

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

20. URGENT WORK

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

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

20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider*

refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

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

21. INDEMNIFICATIONS

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

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

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

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

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

22. VARIATIONS

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

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

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

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

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

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

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

23. IDENTIFIED PROJECTS

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

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

- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
 - (b) *state the due commencement and completion dates of the relevant Identified Project;*
 - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties; and*
 - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*
- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

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

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

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

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

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

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

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

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

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

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

The factor $(Rw - Rn) \div X$ 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.

24. SUSPENSION OF THE SERVICES

- 24.1 *The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.*
- 24.2 *If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*
- 24.3 *If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.*

25. PENALTY FOR NON-PERFORMANCE

- 25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*
- 25.1.1 *delays in performing any of the Services;*
- 25.1.2 *fails to perform any of the Services;*
- 25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*
- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

26. PAYMENTS

- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
- 26.2.2 *adjustments in terms of the pricing data;*
- 26.2.3 *additional work rendered by the Service Provider;*
- 26.2.4 *CPAP adjustment where stated in the Contract Data; and*
- 26.2.5 *VAT. Vat will be indicated separately in all documents.*
- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the*

amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- i. *Deductions for penalties;*
 - ii. *Deductions for overpayments;*
 - iii. *Deductions for retention*
 - iv. *Deductions for damages.*
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
- 27. RELEASE OF SECURITY**
- 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
- 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
 - 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

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

27.3 *If the form of security selected is:*

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

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

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

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

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

28. OVERPAYMENTS

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

29. COMPLETION

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

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

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

29.3.1 *The Guarantee shall be returned, if applicable.*

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

30. ASSIGNMENT

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

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

31. INDULGENCES

31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.*
- 32.6 *All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.*

33. BREACH OF CONTRACT

- 33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*
- 33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*
- 33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*
- 33.1.3 *To suspend further payments to the Service Provider;*
- 33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*
- 33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice,*

recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.

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

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

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

34. STOPPAGE AND/OR TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*

35. DISPUTE RESOLUTION

- 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
- 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
- 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
- 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
- 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*
- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

36. GENERAL

- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*

37. DOMICILIUM CITANDI ET EXECUTANDI



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

DRPW – 05 (EC) CONTRACT DATA

| | | | |
|-------------------------------|--|--|--------------------|
| Project title: | REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA | | |
| Tender / Quotation no: | ID: 3165521 | Closing date: Wednesday, 18 October 2023 | Time: 11:00 |

| | |
|--|--|
| | <p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p> |
| | <p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p> |



PART 1: CONTRACT DATA COMPLETED BY THE
EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

| | |
|--|--|
| Works description | Refer to document <i>PG01.1 (EC) – Scope of Works</i> for detailed description |
| REPAIRS OF FAULTY FIRE DETECTION AT PE 10111 CENTRE AT 26 STANFORD ROAD, GQEBERGA | |

TENDER/ QUOTATION NO: ID: 3165521

A 2.0 Site [1.1.1.29]

| | |
|--------------------|----------------|
| Erf / stand number | |
| Site address | VARIOUS SITES |
| Township / Suburb | |
| City / Town | PORT ELIZABETH |
| Province | EASTERN CAPE |
| Local authority | |
| GPS Coordinates | |

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

| | | | |
|--|---|------------|----------------|
| Official Name of Organ of State / Public Sector Body | Government of the Republic of South Africa in its Department of Public Works & Infrastructure | | |
| Business registration number | Not applicable | VAT number | Not applicable |
| E-mail | Benny.Nomzanga@dpw.gov.za | Telephone | 041 408 2195 |
| Postal address | Private Bag X3913 North End Gqeberha 6056 | | |
| Physical address | Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056 | | |

Employer's representative:

| | | | |
|------------------|--|------------------|----------------------|
| Name | Ms Sharon De Kock | Telephone number | 041 408 2156 |
| E-mail | Sharon.DeKock@dpw.gov.za | Mobile number | SCM Official Cell No |
| Postal address | Private Bag X3913 North End Gqeberha 6056 | | |
| Physical address | Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056 | | |

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| | | | |
|-------|----------------------------|------------|-----------------|
| A 4.0 | Principal Agent [1.1.1.16] | Discipline | Project Manager |
|-------|----------------------------|------------|-----------------|

| | | | |
|-----------------------|---|------------------|----------------|
| Name | Benny Nomzanga | | |
| Legal entity of above | | Contact person | Benny Nomzanga |
| Practice number | | Telephone number | 041 408 2195 |
| Country | South Africa | Mobile number | 066 515 3586 |
| E-mail | Benny.N@dpw.gov.za | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

| | | | |
|-------|------------------|------------|--|
| A 5.0 | Agent [1.1.1.16] | Discipline | |
|-------|------------------|------------|--|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

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|-------|------------------|------------|--|
| A 6.0 | Agent [1.1.1.16] | Discipline | |
|-------|------------------|------------|--|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

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|-------|------------------|------------|--|
| A 7.0 | Agent [1.1.1.16] | Discipline | |
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| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

| | | | |
|-------|------------------|------------|--|
| A 8.0 | Agent [1.1.1.16] | Discipline | |
|-------|------------------|------------|--|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

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|-------|------------------|------------|--|
| A 9.0 | Agent [1.1.1.16] | Discipline | |
|-------|------------------|------------|--|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

TENDER/ QUOTATION NO: ID: 3165521

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|--------|------------------|------------|--|
| A 10.0 | Agent [1.1.1.16] | Discipline | |
|--------|------------------|------------|--|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

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|--------|------------------|------------|--|
| A 11.0 | Agent [1.1.1.16] | Discipline | |
|--------|------------------|------------|--|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

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|--------|------------------|------------|--|
| A 12.0 | Agent [1.1.1.16] | Discipline | |
|--------|------------------|------------|--|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

| | |
|---|-----------|
| Bills of quantities: System/Method of measurement | SANS 1200 |
|---|-----------|

B 2.0 Law, regulations and notices [1.3.2]

| | |
|--|-------------------------------------|
| Law applicable to the works, state country [1.3.2] | Law of the Republic of South Africa |
|--|-------------------------------------|

B 3.0 Offer and acceptance [1.1.1.20]

| | |
|--|--------------------|
| Currency applicable to this agreement [1.1.1.20] | South African Rand |
|--|--------------------|

B 4.0 Documents [1.1.1.7]

| | |
|--|----------|
| The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom | Employer |
| Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities) | 3 |

| Documents comprising the agreement | Page numbers |
|--|--------------|
| GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) | |
| DPW-05: (EC): GCC 2015: 3RD EDITION | |
| The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION | |
| Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] | |
| Drawings as per drawing register issued with the tender | |



| | |
|--|-----------|
| Specifications issued with the tender | |
| Schedules issued with the tender | |
| Bills of Quantities issued with the tender | |
| Addenda as issued during tender stage, if applicable | As issued |
| | |
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| | |

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B 5.0 Employer's agents [3.0]

| |
|--|
| Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]] |
| Principal Agent Benny Nomzanga |

| |
|---|
| Principal agent's and agents' interest or involvement in the works other than a professional interest |
| Benny Nomzanga |

B 6.0 Insurances [8.6]

| | | | |
|---|--|-----------------------|----------------|
| Insurances by contractor NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT. | | | |
| | New works [8.6.1.1.1] With a deductible not exceeding 5% of each and every claim | Contract sum plus 10% | Not Applicable |
| Or | Works with practical completion in sections with a deductible not exceeding 5% of each and every claim | Contract sum plus 10% | Not Applicable |



| | | | |
|----|--|--------------------------------|----------------|
| Or | Works with alterations and additions (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim | Contract sum plus 10% | Not Applicable |
| | Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance | R Eng / PQS to determine value | Not Applicable |
| | Sub-Contractors insurance [8.6.3] where applicable, if not included in works insurance | R Eng / PQS to determine value | Not Applicable |
| | Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3] | R Eng / PQS to determine value | Not Applicable |
| | Free issue where applicable, to be included in the contract works insurance | R Eng / PQS to determine value | Not Applicable |

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| | | |
|---|--------------------------------|----------------|
| Public liability insurance [8.6.1.3]] | R 5 000 000 | Applicable |
| Ground support insurance [8.6.1.4] | R Eng / PQS to determine value | Not Applicable |
| Other insurances | | |
| Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area [8.6.8[CD]] | R Eng / PQS to determine value | Not Applicable |
| Other insurances: If applicable, description 1: | R Eng / PQS to determine value | Not Applicable |
| | | |
| Other insurances; If applicable, description 2: | R Eng / PQS to determine value | Not Applicable |
| | | |

B 7.0 Obligations of the employer

| | |
|---|----------------|
| Existing premises will be in use and occupied [5.4.1 & 5.4.2] | Not Applicable |
| If applicable, description: | |
| Restriction of working hours [5.8] | Not Applicable |
| If applicable, description: | |
| Natural features and known services to be preserved by the contractor [4.7] | Not Applicable |



| | | | |
|--|--------|---|----------------|
| If applicable, description: | | | |
| Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2] | | | Not Applicable |
| If applicable, description: | | | |
| Supply of free issue of material and goods [8.6.1.1.2] | Amount | R | Not Applicable |
| If applicable, description: | | | |

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B 8.0 Subcontractors [4.4]

| Select | If applicable, description of specialisation |
|------------------|--|
| Specialisation 1 | |
| Specialisation 2 | |
| Specialisation 3 | |
| Specialisation 4 | |
| Specialisation 5 | |

B 9.0 Description of different portions of the works, if applicable [5.14.7]

| Select | If applicable, description of sections |
|-------------------------|--|
| Section 1 | |
| Section 2 | |
| Section 3 | |
| Section 4 | |
| Section 5 | |
| Section 6 | |
| Remainder of the works. | |

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

| | |
|--|---------|
| Contract period: Period in months as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion | |
| The contract period is determined as follows (Period/s indicated in months): | |
| Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent | 21 Days |
| Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent | n/a |

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| | |
|--|-----------|
| Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [1.1.1.14, 5.14.1] | 24 Months |
| Period to achieve Completion [5.14.4] | 24 Months |
| Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1] | 3 |
| Total Contract Period | 24 Months |
| Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13] | R 500.00 |

B10.2 Construction Period for completion of the Works as a whole

| | |
|---|----------------|
| Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods. | Not Applicable |
| The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1] | 24 Months |
| Notification period for inspection in working days by the principal agent. | |
| Penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]. | R 500.00 |
| Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R 500.00 |



| | |
|--|----------|
| Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R 500.00 |
|--|----------|

B10.3 Construction Period for completion of the Works in portions

| Construction period and Practical completion for portions of the Works [5.14.7] | Not Applicable | | | | | |
|---|----------------|---|---|---|---|---|
| Portions of the Works in sections: | 1 | 2 | 3 | 4 | 5 | 6 |
| Notification period for inspection by the principal agent in working days. | | | | | | |
| The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [1.1.1.14, 5.14.1] | | | | | | |

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| | |
|--|-----------|
| The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1] | 24 Months |
| Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13] | |
| The penalty amount per day for failing to complete section 1 of the Works is: | R 500.00 |
| The penalty amount per day for failing to complete section 2 of the Works is: | R 500.00 |
| The penalty amount per day for failing to complete section 3 of the Works is: | R 500.00 |
| The penalty amount per day for failing to complete section 4 of the Works is: | R 500.00 |
| The penalty amount per day for failing to complete section 5 of the Works is: | R 500.00 |
| The penalty amount per day for failing to complete section 6 of the Works is: | R 500.00 |
| The penalty amount per day for failing to complete the whole of the Works, if applicable, is: | R 500.00 |
| Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the section, excluding VAT | |
| Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the section, excluding VAT | |

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

| Criteria to achieve Practical Completion not covered in the definition of practical completion | |
|--|---|
| 13.1 | Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate |
| 13.2 | All relevant CoCs |



| | |
|-------|---|
| 13.3 | All guarantees |
| 13.4 | Training on electrical, security and mechanical installations if contractually required |
| 13.5 | Maintenance / operating manuals |
| 13.6 | CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation |
| 13.7 | |
| 13.8 | |
| 13.9 | |
| 13.10 | |

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B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

| Applicable | If applicable, description of applicable elements |
|------------|---|
| 14.1 | All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.) |
| 14.2 | Mechanical equipment (e.g. pumps including switchgear, etc.) |
| 14.3 | Landscaping including automated systems (irrigation) |
| 14.4 | Electrical equipment (e.g. emergency generators, electronic switchgear, etc.) |
| 14.5 | Security system/s (e.g. Access control, Intruder alarm, etc.) |
| 14.6 | Air conditioning system and plant |
| 14.7 | |
| 14.8 | |
| 14.9 | |
| 14.10 | |

B 13.0 Payment [6.10]



| | |
|--|----------------------------------|
| Date of month for issue of regular payment certificates Refer [6.10.1] | n/a |
| Contract price adjustment / cost fluctuations [6.8.2] | Not Applicable |
| If yes, method to calculate [6.8.2 [CD]] | Contract price adjustment factor |
| Employer shall pay the contractor within: Refer [6.10.4 [CD]] | Thirty (30) calendar days |

B 14.0 Dispute resolution [10.5 [CD]]

| | |
|-------------------------|--|
| Mediation | YES |
| Name of nominating body | Association of Arbitrators (Southern Africa) |
| Appointment of Mediator | State Attorney |
| Litigation | Court with Jurisdiction |

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

| CONTRACT SPECIFIC DATA | |
|---|--|
| The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract: | |
| CLAUSES | COMPULSORY DATA |
| 1.1.1.5 | Amend Clause 1.1.1.5 as follows: 'Commencement Date' means the date of possession of site by the contractor. |
| 1.1.1.8 | Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. |
| 1.1.1.13 | Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months. The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion. |
| 1.1.1.15 | The name of the Employer's Project Manager as appointed from time to time: Refer to A3.2 |
| 1.1.1.21.A | NEW CLAUSE INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State |
| 1.1.1.27 | This Pricing Strategy is a: Re-measurement Contract. |
| 1.1.1.31 | No Clause. |
| 1.1.1.35 | Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments. |

| | |
|----------|---|
| 1.1.1.36 | <p>Insert the definition of “Latent and Patent Defects” as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.</p> |
| 1.1.1.37 | <p>Contract participation goal documentation are as indicated in the tender data document DPW 03 (EC): TENDER DATA.</p> |
| 1.2.3. | <p>Replace Clause 1.2.3. with the following: The Employer’s Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].</p> |
| 1.3.4 | <p>Not applicable to this Contract.</p> |
| 1.3.5 | <p>Replace Clause 1.3.5 with the following: The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer’s service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> |
| | <p>(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer’s service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p> |

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|-------|--|
| 1.3.7 | <p>Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p> |
| 3.2.3 | <p>1. The Employer’s Principal Agent’s authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: (a) Appointment of Sub-contractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> |



(d) Suspension of the Works – clause 5.11.2;
(e) Final Payment Certificate – clause 6.10.9;
(f) Issuing of *mora* notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;
(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.
(h) Any variation orders – clause 6.3.1

2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.

3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will *mutatis mutandis* be as stated in clause 10.1.4.

4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof:
Clause 6.10.9 – Amend to read as follows:
Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).
The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).
Clause 10.1.5 – Amend to read as follows:
Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.



| | |
|------------------------|---|
| | <p>5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.</p> |
| 3.3.2.1 | <p>Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p> |
| 3.3.3.2 | <p>Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p> |
| 3.3.2.2.3 3.3.2.2.4 | <p>Add to Clause 3.3.2.2.3 and 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.</p> |
| 4.4.4 | <p>Ref Clause 3.2.3</p> |
| 4.8.2.1 | <p>Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p> |
| 4.8.2.2 | <p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature o the Employer or to any of the said contractors, persons or authorities,</p> |
| 4.12.3 | <p>Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.</p> |
| 5.3.1 | <p>The documentation required before commencement with Works execution are: Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Ref Clause 5.6) Security (Ref Clause 6.2) Insurance (Ref Clause 8.6) <i>insert other requirements</i> insert other requirements insert other requirements</p> |
| 5.3.2 | <p>The time to submit the documentation required before commencement with Works execution is: 21 days.</p> |

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| 5.4.2 | The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <i>enter "exclusive" or "not exclusive"</i> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: <i>Insert an exposition of limitation.</i> |
| 5.8.1 | The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays; The year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry) |
| 5.9.1 | Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor. |
| 5.11.1 | No Clause |
| 5.11.2 | Ref Clause 3.2.3 |
| 5.11.5 | No Clause |
| 5.11.6 | No Clause |
| 5.12 | Ref Clause 3.2.3 |
| 5.12.2.2 | Add the following to Clause 5.12.2.2 to read: "Abnormal climatic conditions means any weather conditions i.e. rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site" |
| 5.13.1 | Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD |
| 5.14.1 | Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14 th day after the contractor requested the Certificate of Practical Completion. |
| 5.14.4 | Add the following to Clause 5.14.4: Penalty for late due completion date will be 30% of penalty / calendar day. Penalty for late completion date will be 15% of penalty / calendar day. |

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| 5.16.1 | Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause. |
| 5.16.2 | Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer. |
| 5.16.3 | The latent defect period for all works is: 5 years |

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| 6.2.1 | The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer. |
| 6.2.3 | Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract. |
| 6.3.1 | Add the following to the last paragraph "subject to obtaining approval from the Employer" (3.2.3) |
| 6.5.1.2.3 | The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%. |
| 6.8.2 | When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF): The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is <i>insert name of urban area</i> . (Select urban area from Statistical News Release, P0141, Table A) The applicable industry for the Construction Material Price Index for materials / plant is <i>insert name of industry</i> . (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5) The area for the Producer Price Index for fuel is <i>insert name of area</i> . (Select the area from Statistical News Release, P0142.1, Table 1.) The base month is <i>insert month insert year</i> . (The month prior to the closing of the tender.) |
| 6.8.3 | Price adjustments for variations in the costs of special materials are not allowed. |

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| 6.9.1 | Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent. |
| 6.10.1 | Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: Monthly Local content report, EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) Tax Invoice Labour intensive report Contract participation goal reports |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is: 85 %. |

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| 6.10.3 | The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1. |
| 6.10.4 | Replace “28 days” with “30 days” provided all required documents have been submitted and are correct in all respects. |
| 6.10.5 | <p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p> |
| 6.10.6.2 | <p>Replace Clause 6.10.6.2 with the following:</p> <p>“In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State”. (1.1.1.21.A).</p> |
| 6.10.9 | Ref Clause 3.2.3. |

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| 7.2.1 | The last sentence to read “Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval. |
| 7.5.3 | <p>Add the following to Clause 7.5.3</p> <p>“Should the work inspected by the Employer’s Agent be rejected, all consultant’s fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor”.</p> |
| 7.9.1 | <p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p> |
| 8.2.2.1 | <p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.</p> |

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| 8.3.1.10 | Replace Clause 8.3.1.10 with the following: “Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval”. |
| 8.4.3 | Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer’s Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works. |
| 8.6.1 | Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1] |
| 8.6.1.1.1 | Ref B6.0 CD for value of insurance. |
| 8.6.1.1.2 | Ref B6.0 CD for value of insurance. |
| 8.6.1.1.3 | Ref B6.0 CD for value of insurance. |
| 8.6.1.3 | Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion. |
| 8.6.4 | Omit clause |

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| 8.6.6 | Replace Clause 8.6.6 with the following: Without limiting the contractor’s obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion. |
| 8.6.7 | Replace Clause 8.6.7 with the following: If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2. |
| 8.6.8 | Add the following as Clause 8.6.8. HIGH RISK INSURANCE In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: (1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary. |

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| | <p>When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as</p> |
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| | <p>set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p> |
| 9.1.1 | Ref Clause 3.2.3 |
| 9.1.2.1 | Ref Clause 3.2.3 |
| 9.1.4 | <p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"</p> |
| 9.1.5 | <p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "</p> |
| 9.1.5.5 | No Clause |
| 9.1.6 | No Clause |
| 9.2.1 | Ref Clause 3.2.3 |
| 9.2.1.3.9 | <p>Add the following as Clause 9.2.1.3.9:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p> |
| 9.2.4 | <p>Add the following as Clause 9.2.4:</p> <p>In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.</p> |
| 9.3.2.2 | Replace Clause 9.3.2.2 with the following: |

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| | All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party. |
| 9.3.2.3 | No Clause |
| 9.3.3 | Add the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law. |

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| 10.1.3.1 | Replace Clause 10.1.3.1 with the following: All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim. |
| 10.1.4 | Ref Clause 3.2.3. |
| 10.1.5 | Ref Clause 3.2.3. |
| 10.1.6 | Add the following as Clause 10.1.6: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim. |
| 10.2.1 | Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated. |
| 10.2.2 | Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter. |
| 10.2.3 | Ref clause 3.2.3. |
| 10.3.2 | Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated. |
| 10.3.3 | Replace Clause 10.3.3 with the following: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement. |
| 10.4.2 | Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation. |
| 10.4.4 | Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party |

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| | in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement. |
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| 10.5 | <p>Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.</p> |
| 10.6 | No Clause |
| 10.7 | No Clause |
| 10.10.3 | <p>Replace Clause 10.10.3 with the following: The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.</p> |

B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

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| (a) | Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | <i>Select</i> |
| (b) | Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | <i>Select</i> |
| (c) | Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | <i>Select</i> |

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| (d) | cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | <i>Select</i> |
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| (e) | cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | <i>Select</i> |
| (f) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract. | <i>Select</i> |
| (g) | Labour Intensive Works – Condition of Contract. | <i>Select</i> |
| (h) | | <i>Select</i> |
| (i) | | <i>Select</i> |

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

n/a

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| Option A | cash deposit of 10 % of the contract sum (excluding VAT) |
| Option B | variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC) |
| Option C | payment reduction of 10% of the value certified in the payment certificate (excluding VAT) |
| Option D | cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT) |
| Option E | fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)] |

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NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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| Guarantee for payment by employer [11.5.1; 11.10] | Not applicable |
| Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3] | Not applicable |

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

Payment methods

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| Option A | The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio |
| Option B | The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works |

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply.

Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section.

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| Option A | An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender |
| Option B | A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment, establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme |

Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works.

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| Option A | <p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p> |
| Option B | The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred. |

Failure to provide particulars within the period stated

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| Option A | <p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p> |
| Option B | Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply |