



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
DURBAN REGIONAL OFFICE**

REFERENCE NUMBER –DBNQ-3219955

SERVICE DESCRIPTION : JUSTICE: DURBAN MAGISTRATE COURT: REPAIRS TO SPRINKLE VALVES, SERVICING OF PUMPS, SERVICING OF FIRE DOORS, REPAIR UN - SERVICEABLE FIRE HOSE REELS AND FIRE EXTINGUISHERS. ALL FIRE ACCESSORIES REQUIRED FOR COMPLIANCE, SERVICE AND REPAIRS OF FIRE DETECTION AND PA SYSTEMS

SUBMITTED BY:

Company Name: _____

CSD registration: _____

CLOSING DATE: 15/10/2024 @11:00
Box Number 16 – 157 Monty Naicker Street

TECHNICAL ENQUIRIES	OTHER ENQUIRIES
Name: Ntuthuko Moloto Contact number: 072 612 4797 Email: ntuthuko.moloto@dpw.gov.za	Name: Gugulethu Mbongwa Tel no.: 031 314 7003 Email : gugulethu.mbongwa@dpw.gov.za



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X54315, DURBAN 4000 Int. Code: +27 31 Tel: 314 7000 website: www.publicworks.gov.za
Supply Chain Management: Miss Gugulethu Mbongwa – 031 314 7003
Project Leader – Mr. N. Moloto

REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following service to be rendered at **JUSTICE: DURBAN MAGISTRATE COURT – DBNQ-3219955**

Bid response documents to be deposited in the bid box situated at: **National Department of Public Works and Infrastructure: 157 Monty Naicker Road (Bidders to note that entrance in Dr Pixley ka Seme is temporally closed)**

Item	Description	Quantity / Period
1	REPAIRS TO SPRINKLE VALVES, SERVICING OF PUMPS, SERVICING OF FIRE DOORS, REPAIR UN -SERVICEABLE FIRE HOSE REELS AND FIRE EXTINGUISHERS. ALL FIRE ACCESSORIES REQUIRED FOR COMPLIANCE, SERVICE AND REPAIRS OF FIRE DETECTION AND PA SYSYEMS	ONE MONTH

CLOSING DATE: 15/10/2024 : CLOSING TIME @ 11:00AM

NB: No late documents will be accepted.

Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached in hereunder, and clearly indicate the delivery period and the validity period of your quotation, Kindly also clearly indicates if you price includes or excludes VAT. ***"You may claim VAT only if you are a VAT Vendor"***.

TERMS AND CONDITIONS

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the **order/ Contract or appointment letter** the Department of Public Works and Infrastructure may impose a penalty and further deduct from the order / contract a sum of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the aforementioned physical address or email, failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE: _____

DATE: 10/10/2024

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	DBNQ/ID-3219955	CLOSING DATE:	15/10/2024
		CLOSING TIME:	11:00
DESCRIPTION	JUSTICE: DURBAN MAGISTRATE COURT: REPAIRS TO SPRINKLE VALVES, SERVICING OF PUMPS, SERVICING OF FIRE DOORS, REPAIR UN -SERVICEABLE FIRE HOSE REELS AND FIRE EXTINGUISHERS. ALL FIRE ACCESSORIES REQUIRED FOR COMPLIANCE, SERVICE AND REPAIRS OF FIRE DETECTION AND PA SYSYEMS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR	CSD No:
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND

BANKING INFORMATION FOR VERIFICATION PURPOSES).

- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

STANDARD TECHNICAL SPECIFICATION

FOR AN

INTELLIEGENT FIRE DETECTION SYSTEM

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FIRE DETECTION

1. General

The purpose of this specification is to serve as a guide to companies providing analogue fire detection alarm systems.

All details, dimensions and instructions shown on any drawings, diagrams, and specifications quoted herein, shall be taken as forming part of this specification.

If there is any discrepancy between drawings and specifications, the specification shall take precedence.

A Contractor supplying goods for the first time shall obtain approval from the Engineer of advance samples before proceeding with the bulk of the contract. The Contractor must be a member of the FDIA (Fire Detector Installer Association) and ASIB (where sprinkler installations are required).

2. Supplementary specs, regulations and requirements

When a specification is quoted, the latest issue of that specification shall be followed, unless otherwise specified.

The alarm system shall comply with the relevant requirements of the following specifications as amended.

When a specification is quoted, the latest issue of that specification shall be followed, unless otherwise specified. The alarm system shall comply with the relevant requirements of the following specifications:

- SANS 10139: Fire detection and alarm systems - System design, installation and servicing.
- SANS 50054-1: Components of automatic fire detection systems Part 1: Introduction
- SANS 50054-2: Fire detection and alarm systems Part 2: Control and indicating equipment
- SANS 50054-3: Fire detection and alarm systems Part 3: Fire alarm devices - Sounders
- SANS 50054-4: Fire detection and alarm systems Part 4: Power supply equipment
- SANS 50054-5: Fire detection and alarm systems Part 5: Heat detectors - Point detectors
- SANS 50054-7: Fire detection and alarm systems Part 7: Smoke detectors - Point detectors using scattered light, transmitted light or ionization
- SANS 50054-11: Fire detection and alarm systems Part 11: Manual call points
- SANS 10142-1: The Wiring of Premises Part 1: Low Voltage Installations.
- SANS 1411-5: Materials of insulated electric cables and flexible cords Part 5: Halogen-free, flame-retardant materials
- SANS 60331-21: Tests for electric cables under fire conditions - Circuit integrity Part 21: Procedures and requirements - Cables of rated voltage up to and including 0,6/1,0 kV
- SANS 1507: Polyvinyl Chloride (PVC) Insulated Electric Cables and Flexible Cords.
- SANS 950: Non-metallic Conduit and Fittings (for Electrical Wiring)

- SANS 1200LC: Standardized specification for civil engineering construction Section LC: Cable ducts

The Following Regulations Shall Also Apply:

- EN 54 : European Norm: Fire Detection Systems
- ACT 85 of 1993: Occupational Health & Safety Act.
- ACT 103 of 1977: National building regulations Act.

The system shall also comply with the relevant requirements of one or more of the following bodies provided there is no conflict with any other requirement of this specification or S.A. regulations.

- VDS (the German Underwriters Association)
- The Fire Officer's Committee of the United Kingdom.
- The Council of Fire Insurance Companies of South Africa

3. Inspection

The Engineer reserves the right to arrange for the inspection of all goods forming the subject of any contract or order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant contracts, orders and sub-orders shall be endorsed accordingly.

When inspection at the Contractor's works or warehouse is specified, the authorised person shall have free access to the premises of the Contractor at all times during working hours; shall have liberty to inspect work which is the subject of the contract or order, at any stage of manufacture. The Contractor shall make good any work found defective or in any way not conforming with the terms of the contract or order. The Contractor shall afford all reasonable facilities for such access and inspection.

The Contractor shall supply, without charge all tools, gauges, templates and other equipment which may be required for checking the accuracy of the work, provide the labour necessary for inspecting the work in accordance with requirements specified in the contract of order and shall render all reasonable assistance in carrying out this checking and inspection.

The Contractor shall, without charge, prepare and supply all test pieces, samples and specimens, provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of the contract or order and render all reasonable assistance in making such tests and analyses.

4. Certificate of Compliance

The Contractor shall indicate, section by section, whether or not his equipment complies in every respect with this specification.

If alternative equipment is submitted, all deviations from this specification shall be clearly stated.

5. Right of reservation

The Engineer reserves the right to accept certain parts of the self-addressable fire detection system only and not necessarily the complete system as a whole.

6. Undertaking by Contractor

The Contractor shall undertake to provide, as part of the following in respect of the equipment he has offered:

- All technical and other information, in English concerning the equipment.
- Proposals regarding the schematic layout of his equipment as part of the complete system in which it will function.
- The technical and other information on the drawings and in the technical manuals shall include:
 - a) Electrical input and output requirements
 - b) Installation instructions
 - c) Operations instructions
 - d) Circuit diagrams and component layouts
 - e) Routine testing information and requirements
 - f) System and equipment description

7. Samples

A sample of the items covered by this specification shall be submitted, if called for. The sample will be regarded as being identical to the item which has been submitted.

8. Scope

The specification covers the requirements for the design, delivery to site, installation, testing, commissioning and handing over in a working condition of a fire detection and alarm system.

The Contractor shall submit with this offer a detailed list of additional requirements he considers necessary in order to ensure that the installed system shall:

- be fully operational
- comply with the specifications mentioned above
- any other improvement the supplier may offer that can be to the benefit of the user.

9. General Description

The fire detection system shall comprise a Central Station, connected to field devices, including fire detection devices, alarm devices and control devices, located throughout the protected building.

The central station shall continuously monitor the ambient status of all sensing devices, and initiate action when a fire or smoke condition is present.

The alarm management shall be field programmable to enable the system to be easily tailored to suit the protected building, and to permit future changes.

The system shall be fully modular in design to meet the user's requirements.

The central station shall have, visible on the front panel, zone LED's for "fire" and "fault" common LED's and controls, and a LCD display. The unit shall have facilities for interfacing with a micro-computer and desk printer.

The central station shall consist of a wall or rack-mounted cabinet with key-lockable doors, glazed with clear Perspex. All lamps and controls shall be behind the Perspex.

The system will consist of four 4-loop intelligent fire panels and one mimic (remote control terminal) panel. The 4-loop intelligent panels will be linked to the mimic panel, allowing the control officer to view the entire building.

10. Facilities

The transmission paths between the control unit and other external devices shall be a 2 wire circuit.

It shall be possible to couple the following devices/detectors to the control unit (Central Station).

- Automatic fire detectors.
- Manual fire detectors.
- Alarm devices (zoned).
- Remote signalling devices.
- Control devices for automatic fire protection equipment e.g. FM200, Inergen or Argonite.
- Relay controls for fire doors, lifts and sounders.

The central station shall accept the following types of fire-sensing devices.

- Optical smoke detectors (XP95).
- Heat detectors, fixed temperature, 58° C.
- Heat detectors, rate-of-rise, 58° C.
- Linear (beam type) smoke detectors.
- Manual "Break-Glass" units.

These circuits shall be continually and automatically monitored for open circuit, short circuit, earth leakage and detector removal. A single short circuit is to cause a maximum of 20 detectors in the system to be disabled, with the remaining detectors functioning normally. This is to be achieved by the use of line isolator units.

11. Line Isolators

Line isolators are to be located at intervals on the detector line. In the event of a line short circuit, the isolators on each side of the short must open and isolate the faulty section of wiring.

The isolators must be under software control. In the maintenance mode it must be possible to open or close isolators manually from the panel for test purposes.

A fault in any of the transmission paths shall cause a "Fault Alarm" to be indicated automatically in the central station.

Any change in the ambient condition of any receiver line shall automatically be updated and stored in the central station.

12. Monitoring of elements in an alarm line

The alarm threshold of every detector shall also vary in accordance with its idle state. This change shall be stored and continually updated in the central station.

Each element of an alarm line shall be continually and automatically monitored, individually. Any change in the ambient value of the element shall be updated and stored in the central station. When the value of an element reaches a level at which it will no longer perform its function, a "Fault Alarm" must be automatically indicated in the central station.

Such a fault indication shall not prevent a fire alarm in the line from being detected and indicated.

13. Monitoring of zones

Each detection line shall be divisible into a maximum of 4 separate zones and a maximum of 20 devices per zone.

Each zone shall be clearly defined and indicated.

Each zone must have the facility to be monitored for a fire alarm condition from either manual or automatic detectors.

14. Alarm detection lines

Alarm/Detection lines may have a capacity of detectors or elements as decided upon by the manufacturer, but shall not have more than 127 detectors. These detectors/elements shall be freely distributed over any one of the individual alarm zones.

An alarm zone may only extend over a single fire zone and quick and precise identification of the seat of the fire must be possible.

An alarm line shall not extend beyond one floor except in the case of stairwells or lift shafts.

Each line shall be capable of monitoring functions.

An LCD display shall be provided for indicating the exact position of triggered detectors/elements in any line.

A triggered detector/element shall not cause any other detectors on the line to cease monitoring.

Each line must be capable of switching on/off air-conditioning plants, fans, etc. in case of an alarm, and cause plant facilities to be switched on/off via separate high or low voltage relays, or via a switching matrix.

In the specific zone where a fire has been detected it shall be possible to control equipment plant, fire dampers, etc. pertinent to that particular zone only.

Any detector, when triggered, shall be capable of causing a specific control function.

Every line shall have a "double-knock" function built-in, providing a specific control function capability whenever two detectors on the line are triggered.

Any individual zone or detector in an alarm line shall be capable of being isolated without affecting the operation of the remaining zones or detectors in the line and without raising a fire alarm. However, during this condition an isolation indication per zone, shall be displayed in the central station.

15. Signalling and annunciation

General

Fire and fault signals shall be indicated visually and audibly in the central station. The indications shall be such that fire alarms and fault warnings can be clearly distinguished visually and audibly.

The internal audible signal device may be the same for both fire alarms and fault warnings.

All zone visual indicators shall be dual LEDs - i.e. one LED per zone for fire and one LED per zone for fault. Common LEDs for "fire" and "fault" conditions shall be provided. No incandescent lamps shall be used.

A LCD display shall be provided which shall indicate specific information about the status of the system. In an alarm condition, it must show details of the first received alarm, and if more than one detector is in alarm, it may be possible to call each piece of information to the display.

Similarly, the LCD display must show relevant information regarding faults or isolated devices.

A facility shall be provided for calling-up information to the display, such as maintenance functions or isolating detectors and zones.

An LED test button for testing the function of all LED's on the front panel.

An "Alarm-Accept" button for silencing the local panel buzzer.

A "Reset" button for restoring the system to normal.

Remote Annunciation

Facilities must be provided for remote indication and control of all functions.

The system must be able to interface with wall mounted mimic panels, as well as desk mounted micro-computers and printers. Block plans must be mounted on each floor of the installation.

Normal Condition

When the central station is in the normal operating condition without any alarms or faults being displayed, a green LED shall indicate visually that the power is turned on.

Fire Alarm Condition

A fire alarm shall be indicated in the central station as follows:

- An intermittent audible indication
- A flashing "Alarm" indication on a central panel common to all zones.
- The LCD display must indicate the details of the first received alarm, indicating line, zone and detector number.

The audible signal shall be capable of being switched off from outside the central station. However, the visual alarm shall only be accessible after the front panel of the central station or central panel has been unlocked.

After the alarm has been accepted, by operation of a switch, the central "Alarm" visual indicator shall cease flashing and become steady. The zone visual indicator shall continue to flash until the alarm is reset.

When a new alarm is received by the central station the common alarm indicator on the central panel must revert from a steady indication to a "Flashing" indication. The new alarm zone LED's shall also flash. No limitation shall exist for receiving a new alarm from another zone.

The control unit must have facilities for two independent Remote Signalling circuits. These circuits shall be suitable for potentially free or 24 Volt signalling and shall be monitored for short circuit, open circuit and earth leakage. They must be suitable for operating external alarm devices such as bells, hooters and visual flashing lamps.

A fire alarm shall be indicated outside the central station as follows:

Audible and optical alarm devices located as required throughout the building are triggered automatically and can only be switched off, after opening the central station.

Fault condition

Any fault warning shall be indicated in the central station as follows:

- A steady audible indication
- A steady "Fault" indicator on a central panel in the central station, common to all zones.
- One steady AMBER LED indicating the effected zones.
- A LCD display indicating the line number and detector number prior to where the fault occurs or the last functioning detector in the line. The audible signal shall be capable

- of being switched off from outside the central station. However, the visual alarm shall remain until the fault has been repaired.
- When a new fault condition is received by the central station, the audible alarm shall re-start automatically.
- An earth leakage indication shall be provided for the entire system.

Power failure

In the event of mains failure for a period in excess of 50 seconds, a power supply fault shall be indicated, audibly and visually, in the central station. The visual display shall be a separate AMBER LED. Any mains outages of less than 50 seconds shall automatically switch the load to the stand-by battery, but without an indication.

In the event of a fault occurring on the standby battery, even though it is not on load, a power supply fault shall be indicated, audibly and visually, in the central station. The visual indication shall consist of an AMBER LED.

16. System maintenance

General

The system shall be, as far as possible, self testing and maintenance free.

The control unit shall continually update the idle state of each detector, and indicate a "Maintenance required" signal in the event that a detector sensitivity is too high or too low.

A log book must be supplied to log events and maintenance of the system.

Control Unit Test

The control unit shall have a test facility for the following:

- Simulation of short circuit, open circuit and fire alarm for each zone
- Individually.
- General simulation of earth leakage.
- LED test for all panel and zone LED's.

The control unit shall have the facility for printing out, upon demand, the idle status of each detector on a line.

Field Tests

Detector Tests

The control unit shall allow for detector test and inspection by a single person.

The test alarms triggered on each detector by the inspecting person shall be indicated on the detector by a RED LED, and shall be automatically reset by the control unit. Alerting shall not take place.

Zones which are not switched to "inspection" mode shall remain ready for normal alarm procedure.

When testing lines equipped with only manual push button alarm boxes, it shall be possible for a single person to check each manual box individually for correct operation without disabling the function of the other alarm boxes in the line. An "Alarm Received" indication shall be transmitted by the central station to the push button under test, where it shall be indicated by a RED LED.

Alarm Tests

The control unit shall allow for the testing of all audible and visual alarm devices and control relays, to check correct functioning of these devices.

17. Acceptance Tests

The acceptance tests as stipulated in the "Acceptance Procedure for Fire detection Systems installed in Equipment Buildings" shall be strictly adhered to.

Where the system is installed elsewhere (non-technical buildings), the onus shall be on the Engineer/Contractor to stipulate the acceptance procedures. These procedures shall be for the user's approval.

18. System Power Supply

The output of the power supply shall be capable of sustaining an alarm from all the connected alarm lines simultaneously.

The power supply shall be an integral part of the control unit.

In the event of a failure of the 24V dc supply there shall be an automatic switch over to the stand-by battery supply without an interruption of the load and without activating a fire alarm.

The power supply unit shall be dimensioned in such a way, that it maintains the battery at fully charged state or is capable of re-charging the battery, discharged to cut-off voltage at the rated discharged current, to 80% of the achievable rated battery capacity within a period of 24h, besides supplying the power requirements of the alarm system in the idle condition.

The central control unit shall be protected against reverse polarity on the voltage supply side.

The unit shall be suitable for the use with a positively earthed dc power supply system.

19. Stand-By Battery

The stand-by battery must be capable of supplying the system in idle condition for the stated period of 24h plus an hour in alarm condition after the stated period.

The standby battery must be a maintenance free lead acid type.

20. Alarm Inputs from other sources

Alarm inputs from fire detectors and alarm initiating devices, which are provided by others, shall be incorporated by the Contractor to the central fire alarm monitoring system, provided by him.

21. Interface with Building Management System

The fire detection system shall be required to interface with the building management system. The protocol shall be specified in the detailed technical specification.

22. Guarantee

The contractor shall guarantee all equipment fitted for a period of 12 months. The guarantee shall include latent defects.



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

FIRE SECURITY

STANDARD TECHNICAL SPECIFICATION

FOR AN

EVACUATION COMMUNICATION SYSTEM

1. Standard/Norm Compliance - Key Elements

The quoted system shall comply with the following standards: SANS 7240 parts: 4 and 16 (ISO 7240-4, -16, -24); EN 54 parts: 4, 16 and 24; and/or BS 5839 part 8, whichever one applies, as specified below. Certification to be provided, where indicated.

Further, the standards SANS 10139 and SANS 10400-T: 2024 Edition 5 shall be adhered to.

2. Scope of the installation of a voice alarm system

Brief extract from SANS 7240-16:2008

Sound system control and indicating equipment (s.s.c.i.e.) forms part of a sound system for emergency purposes (s.s.e.p.). An s.s.e.p. operates automatically or manually in a building or structure to alert occupants to a hazard which may require their evacuation in a safe and orderly manner. Equipment to warn occupants is therefore required to function after the hazard has been detected. Fire in a building is a common hazard which is often detected by an automatic fire detection and alarm system. An s.s.e.p. may operate as part of a fire detection and alarm system or may function in conjunction with other emergency detection systems, such as those for storms, earthquakes and bomb threats. The s.s.c.i.e. may be a separate unit or may be physically combined with the fire detection control and indicating equipment (see ISO 7240-2).

The s.s.c.i.e. is primarily intended to broadcast information for the protection of lives within one or more specified areas in an emergency, to effect a rapid and orderly mobilization of occupants in an indoor or outdoor area. This includes systems using loudspeakers to broadcast voice announcements for emergency purposes, alert signals complying with ISO 7731, and evacuate signals complying with ISO 820

3. Design Criteria

Voice Alarm System (VAS)

The system is designed for "Automated Voice Emergency Evacuation", paging included, BGM possible.

Fully integrated system, according to key element schedule, as listed earlier on.

The "Automated Emergency Voice Evacuation System":

- to be a fully integrated voice alarm system
- has to contain all components and features within one manufacturer's system
- may not rely upon other vendors' or manufacturers' devices in order to analyse and report on all safety features build-in as listed above
- has to be interconnected to a fire panel for receiving alarm signals relating to fire and evacuation signalling.
- A built-in protocol to be available to access the internally stored data (log-book) from an external personal computer, such as status and system information.
- The system shall fully comply with the standards as per above, SANS 7240 parts: 4 and 16 (ISO 7240-4, -16, -24); EN 54 parts: 4, 16 and 24; and/or BS 5839 part 8.

Sound Pressure Level:

The Sound Pressure Level (SPL) of the alarm message(s) in each zone shall be of good coverage. The emergency message signal shall broadcast at 10dB SPL above ambient noise, as per ISO/SANS 7240-19 or BS 5839-8 Standard.

System integration and functional uphold (VX-3000):

Because the system nodes (buildings) are far apart and connected over TCP/IP, it is important to keep each system node fully functional according to EN 54 in case of network failure.

The frame(s) per building therefore have to be redundant against network failure and need to:

- maintain all dry-wired connectivity to the local fire panel(s)
- contain the pre-recorded messages
- maintain all fire-alarm safety relevant features

4. System Description

Sound pressure levels of speakers:

The following sound pressure levels shall be obtainable from the proposed loudspeakers at the following parameters.

SPL at 1m distance, power input as specified.

Voice alarm system:

- Ceiling speakers: [6W, 1m]:102dB SPL
- Wall mount speakers: [6W, 1m]:102dB SPL
- Horn speaker: [15W, 1m]:121dB SPL

Sound reinforcement systems:

- Box speakers: [60W, 1m]:110dB SPL (gym)
- Box speakers: [30W, 1m]:105dB SPL (bar)

Speakers and Cabling:

Above speakers to be compliant, tested and certified in accordance to the relevant Standard, i.e. EN 54-24 and/or BS 5839-8, as per schedule on pages 1 and 2. Certification has to be presented in the tender document.

If the speakers are assembled in accordance to above standards but not certified, the tenderer has to make the consultant aware of this fact, so it can be considered during adjudication.

Speaker wiring has to be chosen such that not more than 10% power loss occurs over the cable in total, in order to conduct as much amplifier power to the speakers for full sound volume and minimal loss of sound pressure level. The speaker cable has to adhere to the Standard BS EN

50200, classification PH30. I.e. having a fire duration of survival of 30 minutes at 830°C surrounding temperature.

Amplifier wattage:

The Voice Alarm System VAS (Emergency Voice Evacuation System) is designed for 16 zones, of which its power requirements are to be satisfied by the respective amplifier(s) quoted in the technical specification list at the end of this document, and leaving enough headroom for more speakers to come in the future, without exhausting the existing amplifier capacity.

Please consider in your calculations the sensitivity of the speakers you propose (please see above), as well as the necessary sound pressure level (SPL in decibel) required per respective area and zone (please see above Design Criteria – Sound Pressure Level).

Microphones:

The Microphone, with extension keypad, shall be wall mounted as per instruction by the consulting engineer

Emergency Broadcasting:

Broadcasting automatically (pre-recorded messages) or manually. Individually per zone, group of zones or all-call.

Dual emergency broadcasting of pre-recorded messages, simultaneously, allowing two messages, such as alert and evacuation announcements, at the same time, in different zones.

Additionally, each broadcast may contain two or more messages, or an attention drawing signal first and then followed by an announcement, etc.

Standby Amplifier(s):

The standby amplifiers to take over the respective failing amplifier/s in the system.

Per each group of maximum ten operating amplifiers, one standby amplifier has to be provided, with the same or more signal power than the largest operational amplifier out of the ten.

Speaker/Amplifier Wiring:

The loudspeaker lines to utilise impedance matching between the amplifier's transformer output and the group of parallel switched loudspeaker transformer inputs. The high impedance speaker line shall utilise a 100V system.

Battery Backup:

The following rating has to be sufficed:

- 24 hours system standby time, plus
- 30 minutes evacuation period under full speaker load.

The battery capacity provided has to be sufficient for the chosen system to stay operational for the above periods of time. Calculation of the battery capacity to be in compliance with Standards BS 5839 part 8 (not with VDE 0833 part 4).

Above battery backup is required for the 'Automated Emergency Voice Evacuation System', including the fireman microphone(s) and remote paging microphone(s). Further, the emergency power supply itself, including battery backup, is powered via the general power grid. Correct circuit breaker rating to be considered and supplied.

Those components of the system that are not directly part of the emergency evacuation system are to be supplied with electrical power via the general power grid, and backed up by UPS and/or emergency generator.

Accessories:

Equipment rack(s) with accessories, complete, to be provided, containing all head-end equipment, battery backup, etc.

5. Supply, Delivery, Installation, Maintenance

Warranty and Support:

Warranty has to be maintained for at least two (2) years from invoice, plus technical support from the manufacturer to be available for at least the following five (5) years.

The equipment and individual components shall be available from the manufacturer for at least five (5) years, and spares and spare parts shall be available for at least two (2) years after discontinuance of the product range.

Rack building, setup, test and commissioning:

The rack(s) and system to be factory build, configured, setup and tested.

Commissioning to happen on site, handover and commissioning certificate to be supplied.

Certification:

The complete system has to be compliant and certified in accordance to EN 54 parts 4, 16 and 24, and all other relevant Standards, as previously mentioned.

Certification has to be presented in the tender document.

If certification does not exist, the tenderer has to make the consultant aware of this fact, so it can be considered during adjudication.

In addition to the system proposed, the Letter of Authority (LOA) supplied by the National Regulator for Compulsory Specifications (NRCS) of South Africa must be provided, thereby proving that the product is authorised to be imported into South Africa and be connected to the electrical mains grid of the local electricity supplier. Submissions, without the relevant LOA certificate included with the tender proposal, will not be considered and deemed disqualified.

6. Device Specifications

		<u>Voice Evacuation System / Public Address System</u>		
		Voice Alarm System		
		The voice alarm system shall satisfy the above descriptions. A system tested and certified according to EN54 is required. The system to be approved as below or similar.		
		Tender to meet the above requirements - or similarly approved		
		<p>Voice Evacuation Frame 8SS</p> <p>A fully independent voice alarm system frame, capable of stand-alone operation, containing 3 slots for a variety of power amplifier modules, ranging from 150W up to 500W.</p> <p>No master controller or server required. Pre-recorded messages on internal memory card. DSP digital signal processing incorporated for: VOX, filters, delays, FBS feedback suppression, ANC ambient noise control, compression.</p> <p>Fully equipped with control inputs and outputs, audio input ports, paging and fireman's microphone ports, redundant Ethernet ports.</p> <p>Able to establish an analogue signal path for emergency announcements during CPU-off state.</p> <p>Up to two A-wired loudspeaker lines fixed, with a third slot being reserved for the standby amplifier.</p> <p>Monitoring of loudspeaker lines and the entire signal path, from microphone capsule to loudspeakers, either impedance monitoring or open/short/ground fault detection; end-of-line EOL hardware monitoring possible.</p> <p>1024 priority levels available. Event log of 10 000, fault log of 1 000.</p> <p>PC connection over the network for monitoring, configuration, and BMS building management system integration incorporated. Manage control inputs, broadcast control and DSP functions. MODBUS protocol incorporated.</p> <p>The system is tested and certified according to EN54-16 standard.</p> <p><u>Technical specifications:</u></p> <p>Power Source: 20Vdc – 40Vdc, emergency PSU</p> <p>Network I/F: Ethernet redundant LAN 'A' / LAN 'B' 100Base-TX; TCP, UDP, ARP, ICMP, RTP, IGMP, FTP, RSTP; RJ45 CAT5; up to 7 cascaded units; MODBUS protocol integrated</p>		

	<p>Audio Streams: 8 audio in, 8 audio out, TOA packet digital audio, PCM, 48kHz, 16 bit; 128 simult. Ethernet broadcasts</p> <p>Audio DSP Functions: VOX, filters, delays, FBS feedback suppression, ANC ambient noise control, compression</p> <p>Analogue Link: 1x input, 1x output, during external failures, RJ45 CAT5-STP</p> <p>Control Inputs: 16x dry contact ctrl/in 2x FDS emergency ctrl/in all freely programmable</p> <p>Control Outputs: 8x ctrl/out 3x status ctrl/out 8x attenuator ctrl/out all freely programmable</p> <p>Extension audio bus: two channel</p> <p>Standby amplifier bus: one channel</p> <p>Standby Amplifier: slot #3 reserved for either standby or operational amplifier</p> <p>Audio ports: 4 channels, -20dB line, -60dB mic, 47kOhm input impedance, electrically balanced, 24Vdc phantom power, can be utilised for ambient noise control ANC as microphone input</p> <p>Speaker Line: 8 channels A-line 100Vrms, one earth, max. load 5Arms, removable terminal block; detection of: ground fault, open and short circuit, impedance change - EOL-module available</p> <p>Indications: LED indications for power, run, emergency, CPU off, LAN A/B, various faults and errors as per EN54-standard requirement</p> <p>Priority levels: 1 024</p> <p>Logbooks: event logs: 10 000 entries, fault log: 1 000 entries</p> <p>Environment: temp. -5°C to +45°C humidity 90% RH no condensation</p> <p>Rack mounting: 19 inch rack mounting capable</p> <p>Tender to meet the above requirements - or similarly Approved</p>		
	<p>Class D digital power amplifier module – 300W</p> <p>Slots into TOA VX-3000 system frames.</p> <p>Class D technology, very low power consumption, very low heat generation.</p> <p>The unit to be EN54-16 certified.</p> <p><u>Technical specifications:</u></p>		

		<p>Rated output power: 300Wrms at 100V 210Wrms at 70V 150Wrms at 50V</p> <p>Output channels: one, slots into TOA VX-3000 frames</p> <p>S/N-ratio: 105dB or more (at 100V line, A-weighted)</p> <p>Environment: temp. -5°C to +45°C humidity 90% RH no condensation</p> <p>Tender to meet the above requirements - or similarly Approved</p>		
		<p>Class D digital power amplifier module – 500W</p> <p>Slots into TOA VX-3000 system frames.</p> <p>Class D technology, very low power consumption, very low heat generation.</p> <p>The unit to be EN54-16 certified.</p> <p><u>Technical specifications:</u></p> <p>Rated output power: 500Wrms at 100V 350Wrms at 70V 250Wrms at 50V</p> <p>Output channels: one, slots into TOA VX-3000 frames</p> <p>S/N-ratio: 105dB or more (at 100V line, A-weighted)</p> <p>Environment: temp. -5°C to +45°C humidity 90% RH no condensation</p> <p>Tender to meet the above requirements - or similarly Approved</p>		
		<p><u>Elegant remote microphone in desk enclosure and with gooseneck microphone.</u></p> <p>13 free-programmable buttons, talk-button and one button with security cover for emergency functions. Extendable to 85 buttons.</p> <p>The remote microphone can be used as emergency microphone due to the monitored microphone capsule.</p> <p>Easy operation through pre-programmed functions:</p> <ul style="list-style-type: none"> - Start of a pre-programmed emergency sequence through the covered alarm button - Manual paging to selectable areas and group call - Choosing background music - Activation of pre-programmed paging's of any source to any zone - Indication of specific faults with acknowledge and reset button 		

		<p>When used as emergency microphone, additional functions are available:</p> <ul style="list-style-type: none"> - Start, stop, skip and terminate of emergency messages into specific fire areas - Lamp test <p>Operating-, fault- and level indication. Build-in loudspeaker to monitor the pre-programmed start/end chime if applicable. Adjustable microphone and loudspeaker level. Monitored data and audio lines as well as the pre-amplifier in accordance with EN 60849, EN54-16 and ISO 7240-16. The unit to be EN54-16 certified.</p> <p>Cabling distance: max. 1200m (to central) Operating voltage: 24 VDC (16 VDC to 36 VDC) Colour: anthracite</p> <p>Tender to meet the above requirements - or similarly Approved</p>		
RM-210F	1	<p><u>Remote microphone keypad extension unit</u></p> <p>Extension unit for the standard remote microphone, providing 10 additional function buttons, increasing the number of function keys on the remote microphone, with an easy to clean touch sensitive keypad.</p> <p>20 LEDs for displaying busy and activation.</p> <p>Programmable by PC-system software, the buttons can be assigned any of the available system functions.</p> <p>Up to 7 expansion units can be connected to one remote microphone.</p> <p>The unit to be EN54-16 certified.</p> <p>Tender to meet the above requirements - or similarly Approved</p>		
VX-3000DS	1	<p><u>Voice Alarm Emergency Power Supply Manager</u></p> <p>Dual switching power supplies, providing redundancy. Supply of 24Vdc to components in the voice alarm system. Continuous surveillance and charging of batteries. Temperature-based compensation of charging voltage. Automatic switch over to batteries in case of AC mains failure. EN 54 part 4 certified.</p> <p><u>Technical specification:</u> Power source: 220-230Vac, 50/60Hz</p>		

		<p>Power consumption: 2800W max in total at rated output incl. charging</p> <p>DC power output: (total output in AC mode) rated 2300W, peak 2780W</p> <p>Current specification: maximum continuous current output 50Amp</p> <p>Environment: temp. -5°C to +45°C humidity 90% RH no condensation</p> <p>Rack mounting: 19 inch rack mounting capable</p> <p>Tender to meet the above requirements - or similarly Approved</p>		
BATT 100A/H	2	<p>- 12Vdc battery.</p> <ul style="list-style-type: none"> • sealed lead-acid • 100Ah capacity <p>Maintenance free.</p> <p>VRLA (vent regulated lead acid) batteries, flame retardant according to UL94V-0 or UL94HB, and compliant to EN50272-2, EN60896-2.</p> <p>Tender to meet the above requirements, or similarly Approved</p>		
		<p>The speaker shall be a 6" (16cm) double cone-type cabinet speaker suitable for wall mounting in vertical or horizontal orientation.</p> <p>Cable connection, with either concealed in-wall wiring or exposed wiring, shall be by means of a push-in connector (bridging terminal). Its front baffle should be easily mounted on or removed from the cabinet by using the V-shaped spring attached to the baffle.</p> <p>The speaker shall include a transformer having multiple taps adjustable. An attenuator can be factory fitted, which allows for 3-wire</p> <p>The speaker enclosure shall be constructed of particle board, with a PVC sheet, and the baffle of HIPS resin. The grille shall be surface-treated steel plate net. The speaker shall be available in off-white or black colour.</p> <p>Fully certified to EN54-p.24, (Certificate No. 0359-CPD-0103).</p> <p><u>Specifications:</u></p> <p>Input power: 6 Watt</p> <p>Power tapping: 100V : 0.8W, 1.5W, 3W, 6W 70V : 0.4W, 0.8W, 1.5W, 3W</p> <p>Frequency response: 150 - 20.000 Hz</p> <p>SPL (1W, 1m): 94 dB</p>		

		<p>Dimensions: 250W x 190H x 110D mm</p> <p>Colour: black/off-white</p> <p>- Weight: 1.7 kg</p>		
		<p>The speaker shall be a 12cm cone-type speaker suitable for ceiling mounting. Ease of installation shall be insured by a spring-based installation clamp mechanism. Cable connection shall be by means of a push-in connector (bridging terminal).</p> <p>The speaker baffle shall be constructed of steel plate. The grille shall be surface-treated steel plate. The speaker shall be available in off-white colour. Steel back box included.</p> <p>Highly suitable for background music as well as announcement and voice alarm applications.</p> <p>Fully certified to EN54-p.24, (Certificate No. 0359-CPD-0100) , as well as certified according to ISO7240-24.</p> <p><u>Specifications:</u></p> <p>Rated input: 6 W</p> <p>Tapping 100V: 6W, 3W, 1.5W, 0.8W</p> <p>Tapping 70V: 3W, 1.5W, 0.8W, 0.4W</p> <p>Frequency response: 100 – 18,000 Hz</p> <p>SPL 1W, 1m: 94 dB</p> <p>Mounting Hole: Ø 150 mm</p> <p>Ceiling thickness : 25 mm</p> <p>Weight : 620 g</p> <p>- Dimensions : ø180 x 72(D)mm</p>		
Speaker Installation		<p>- Installation of speakers.</p> <p>The above quantities of speakers to be installed, as per speaker specification in ceiling, wall mount, etc.</p> <p>This item to cover all labour and material necessary for the speaker(s) to be mounted as per layout.</p>		
Speaker Cable		<p>- Metres of PH30 Fire Resistant cable</p> <p>To connect above speaker(s) to the respective amplifier(s).</p> <p>Speaker cable to be compliant to EN 50200, class PH30; procured, supplied delivered, installed.</p> <p>Cross section: _____ mm².</p> <p>Not more than 10% power loss occurs in total over the speaker cable between amplifier and last speaker on the line.</p> <p>The exact length of cable needs to be verified by the tenderer and reported back to the consultant. The tenderer accounts for the correctness of the cable length given in here.</p>		

Rack 18HU 19" wide 800mm deep		<ul style="list-style-type: none"> - 18U height unit rack, 19 inch wide, 800mm deep, complete, with : - 4-way fan - power duct(s) equipped with sufficient mains outlets - flat shelf(s) for heavy load (3 batteries per one shelf) - blank panels - brush panels and entries - cage nut assemblies - base blank plate - everything else deemed necessary 		
Rack/ Eqpmt/ Asmbl		<ul style="list-style-type: none"> - Units of rack works as a set of one per rack. <p>The tenderer to ensure that the rack(s) is/are supplied :</p> <ul style="list-style-type: none"> - complete - fully assembled - all equipment and components properly mounted and secured 		
Term/Block		<ul style="list-style-type: none"> - Set of termination blocks for the speaker lines, fire panel trigger points, etc., DIN rail mounted. <p>All alert, evacuation and reset signal triggers from the fire panel.</p>		
Wire/Term		<ul style="list-style-type: none"> - Cable termination wiring, per unit of one per rack. <p>Connect all wires from the DIN rail mounted wire termination to the respective device, correct and neatly.</p> <p>Wire identifiers and markers attached as per wiring schematic.</p>		
S/T/C		<ul style="list-style-type: none"> - Setup, Test and Commissioning. <p>The tenderer to ensure, that all care is taken about :</p> <ul style="list-style-type: none"> - the system fully programmed - according to the client's requirements - the processing units (resonance control, volume level adjustment, emergency announcements, etc.) fully configured and tested - the programme is fixed and set - the configuration saved as a backup for later retrieval <p>The installer to demonstrate during commissioning the full functionality and operation of the system.</p>		

Doc/ED		<ul style="list-style-type: none"> - Documentation and Engineering Drawings, per set. Containing as built drawings - as built wiring diagrams of the system - as built rack layouts - manuals - datasheets - specifications - handover documentation - test certificates - acceptance certificates 		
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DEPARMENT OF PUBLIC WORKS & INFRASTRUCTURE

DURBAN MAGISTRATE COURT

SCHEDULE OF QUANTITIES

SUMMARY OF FIRE SERVICES SCHEDULE OF PRICES



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R c
	1.0	Bill no 1: Repair and Replacement to Fire Piping System and Sprinkler System				
	2.0	Bill no 2: Repair and Replacement to Fire Hose Reels, Fire Extinguishers and Fire Hydrants				
	3.0	Bill no 3: Repair and Replacement to Fire Doors				
	4.0	Bill no 4: Repair and Replacement to Fire Detection System				
	5.0	Bill no 5: Repair and Replacement to PA System				
	6.0	Bill no 6: Preliminary and General, Labour, Transport and Safety				
	7.0	Subtotal				
	8.0	Add VAT @ 15%				
Total for Fire Installation						

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

DURBAN MAGISTRATE COURT

SCHEDULE OF QUANTITIES

BILL NUMBER: 1 - REPAIR AND REPLACEMENT TO FIRE PIPING SYSTEM AND SPRINKLER SYSTEM



public works
& infrastructure
Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R c
	1.0.	Sprinkler system and fire piping				
	1.1	Repair, conduct 3 year service overhaul and secure into position sprinkler control valve	Sum	1		
	1.2	Supply and place into position Sprinkler spare box, which includes spanners, sprinkler heads, etc	Sum	1		
	1.3	Repair or Replace sections of piping by removing existing section, supplying and installing SANS 62-1/2 class medium steel galvanised piping. Pipes shall be free of rust, flakes or other defects and shall be cleaned internally before installation. The pipework shall include and be complete with pipe connections (grooved coupling, unions, barrel nipples), hangers, supports, fittings and all necessary accessories to complete the repair.				
	1.3.1	Ø150	m	90		
	1.3.2	Ø100	m	40		
	1.3.4	Ø50	m	25		
	1.3.5	Ø32	m	240		
	1.4	Painting and labelling of all fire mild steel pipework as per SANS 10252 and SANS 10140.				
	1.4.1	Ø150	m	90		
	1.4.2	Ø100	m	40		
	1.4.4	Ø50	m	25		
	1.4.5	Ø32	m	240		
	1.5	Replacement of pipe brackets/ clamps for following pipe sizes:				
	1.5.1	Ø108	No	20		
	1.5.2	Ø76	No	20		
	1.5.3	Ø67	No	20		
	1.5.4	Ø54	No	15		
	1.6	Supply and install sprinkler bulb rated to 68°C complete with fittings, fixings, corrosion protection, paint specification suitable for systems working pressure. All pipes painted to Red as per SANS 10140. For installation in parking area.	No.	102		
	1.7	Remove existing electric fire jockey/ booster pump on roof, and replace with same. Pump shall be capable of discharging 1,5 l/s at 400 kPa and include a variable speed drive and pressure switch.	No.	2		
	1.8	Supply and install fire rated rising spindle shut off valve				
	1.8.1	Ø150 - Flanged with gasket	No	3		
	1.8.2	Ø100 - Flanged with gasket	No	2		
	1.9	Supply and install stainless steel ball shut off valve				
	1.9.1	Ø108	No	8		
	1.9.2	Ø76	No	8		
	1.10	Supply and install fire rated non return valve				
	1.10.1	Ø150 - Flanged with gasket	No	1		
	1.10.2	Ø100 - Flanged with gasket	No	1		
	Total carried to next page					

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DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

DURBAN MAGISTRATE COURT

SCHEDULE OF QUANTITIES

BILL NUMBER: 3 - REPAIR AND REPLACEMENT TO FIRE DOORS



public works
& infrastructure
Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R/UNIT	R c
	3.0	Fire doors Fire doors to be 2 hour fire rated, Class B. Doors to be swing type with suitable self closing device, hung with three 100x75x3mm stainless steel hinges to existing door frame. Undercut to door to be maximum 6mm. Door panel to include 120mm wide steel plate (at top of door) to be built into door panel to accommodate fixing of door closer. Door to include 120mm wide steel plate to be built into door panel to accommodate for steel push plate at centre of door. Doors to remain open with a new magnetic system which is linked to detection system. Door and all ironmongery to comply with SANS 10400.				
	3.1	Repair and Service to two hour Class B fire rated single fire doors (813 x 2032mm - to be measured on site), repair to include removing door, replacing stainless steel hinges and re-installing fire door	No	2		
	3.2	Repair, service and adjust panic bars	No	1		
	3.3	Supply and install heavy duty door closer	No	18		
	3.4	Remove door, supply and install two hour fire rated Class B single fire door (813 x 2032mm - to be measured on site) and install door into position using three 100x75x3mm stainless steel hinges	No	2		
	3.5	Repair, service and adjust door closer to ensure door closes tight against the frame	No	14		
Total for Bill 3 - Carried to summary page						

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

DURBAN MAGISTRATE COURT

SCHEDULE OF QUANTITIES

BILL NUMBER: 4 - FIRE DETECTION SYSTEMS - REPAIR AND REPLACEMENT



public works
& infrastructure
Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R c
	4.0	GENERAL				
		The specialist contractor must identify the fire detection system, main fire panels, on all the floors and surroundings, the fire detectors, sounders, alarms, fire indication lights, door closers, etc. The fire system is linked & intergrated with voice communication system, magnetic doors, sprinklers, gas supression, lifts, alarms, etc.				
		The main fire panel will form an integral part of the installation, all components, connections, pc boards, zones with detectors, alarms, indications, incl. the High Court. The installation must be done as per the SANS 10139 guidelines.				
	4.1	Replace the main panels complete with all the componets with intellegent controllers, batteries, network cards, power suppliers & remote control terminal. The panel must be a Techno Switch 4 loop or equally approved and able to accommodate all the detectors, voice communications system, sprink system, magnetic doors,alarms systems, links, etc.	Item	4		
	4.2	Trace the alarm panel in the main control room and wiring, trace to the High Court Building. Remove and replace with the latest technology.	Item	1		
	4.3	Replace the mimic panel complete with the intelligent controller, batteries, network cards, and power suppliers. The panel must be a Technoswitch or equally approved.	No	2		
	4.4	Replacement of power supplies for the detector systems & doors.	No	20		
	4.5	Replace batteries (7AHr) in panels.	No	40		
	4.6	Allow for the replacement of the battery charging system.	No	10		
	4.7	Labelling of entire system incl. detectors, devises, etc.	Item	1		
	4.8	Replacement of discovery MCP	Unit	90		
	4.9	Removal of the existing smoke detectors and heat detectors, replace complete with a latest XP95 optical smoke detector and base.				
	4.9.1	Replacement of smoke detectors with base & manual call points	No	720		
	4.9.2	Replacement of heat detectors complete with the base	NO	40		
	4.9.3	Replacements of Sounders.	No	50		
	4.9.4	Replacement of sounder controls XP95 or buzzers	No	36		
	4.9.5	Intergrated Soteria XP95 Loop input/output unit or equally approved (Relay)	No	39		
	4.9.6	Replacement of Type 87 Doormouse 24VAC complete with holder or equally approved	No	74		
	4.9.7	XP95 Sounder control unit with isolator or equally approved	No	36		
	4.9.8	Replace Wiring & Cabling				
	4.9.8.1	2.5mm² PVC	m	300		
	Total carried to next page					

		Total carried from previous page				
	4.9.8.2	1.5mm ² PVC	m	500		
	4.9.8.3	0.5mm 16 core multicore shielded	m	50		
	4.9.8.4	0.5mm 32 core multicore shielded	m	1500		
	4.9.8.5	PH 30 Cabling	m	4000		
	4.9.8.6	20mm bosal conduit with accessories	m	1000		
	4.10	Replace maglock heavy duty 600kg with brackets and accessories	Unit	36		
	4.11	Testing, commissioning, training of officials, issue of user manuals and COC	Item	1		
	4.12	Integration with other services such as mechanical services, Lifts, and PA system, etc.	Item	1		
Total for Bill 4 - Carried to summary page						

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

DURBAN MAGISTRATE COURT

SCHEDULE OF QUANTITIES

BILL NUMBER: 5 - PA AND AUDIO SYSTEMS - REPAIR AND REPLACEMENT



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R c
	5.0	GENERAL The specialist service provider to replace existing TOA VX2000 voice alarm & communication system and replace with the TOA VX 3000 complete panel, i.e. emergency power supply, frame, digital power amplifiers rack accessories, remote microphones etc. or equally approved. Intergrate with fire system.				
	5.1	Panel VX3000 or equally approved	No	2		
	5.2	Remote microphone VX3000 or equally approved	No	1		
	5.3	Remote microphone VX3000 extension or equally approved	No	1		
	5.4	Voice evacuation frame	No	2		
	5.5	Emergency power supply	No	1		
	5.6	Digital power Amplifier 300W	No	4		
	5.7	Digital power Amplifier 500W	No	3		
	5.8	Rack and connection accessories	Unit	Sum		
	5.9	Wall mounted ceiling speakers	No	50		
	5.10	Ceiling mounted ceiling speakers	No	75		
	5.11	Wiring				
	5.11.1	Cat 5 Cable	m	2000		
	5.11.2	RJ 45 Plugs	m	25		
	5.11.3	2 core Cabtyre	m	1000		
	5.11.4	PH 30 Cable	m	4000		
	5.12	Testing, commissioning, training of officials, issue of user manuals and COC	Item	1		
Total for Bill 5 - Carried to summary page						

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

DURBAN MAGISTRATE COURT

SCHEDULE OF QUANTITIES



**public works
& infrastructure**
Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BILL NUMBER: 6 - PRELIMINARY AND GENERAL, LABOUR, TRANSPORT AND SAFETY

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R c
	6.1	Labour including after hours and weekends				
	6.1.1	8 x Artisan	Hours	320		
	6.1.2	10 x General Labourer	Hours	320		
	6.2	Transport including after hours and weekends				
	6.2.1	Allow _____ km (Return Trip) at R7,00 per km	km			
	6.3	Health and Safety				
	6.3.1	Health and safety Evaluation	Sum	1		
	6.3.2	Produce Health and safety plan in a file	Sum	1		
	6.3.3	Submit certificate for compliance for complete fire Installation in building, which includes, fire piping, fire sprinklers, fire hydrants, fire extinguishers, fire detection and PA system	Sum	1		
	6.3.4	Submit certificate for 12 Months Guarantee on all work carried out	Sum	1	Included	Included
Total for Bill 6 - Carried to summary page						

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	JUSTICE: DURBAN MAGISTRATE COURT: REPAIRS TO SPRINKLE VALVES, SERVICING OF PUMPS, SERVICING OF FIRE DOORS, REPAIR UN-SERVICEABLE FIRE HOSE REELS AND FIRE EXTINGUISHERS. ALL FIRE ACCESSORIES REQUIRED FOR COMPLIANCE, SERVICE AND REPAIRS OF FIRE DETECTION AND PA SYSTEMS		
Quotation no:	DBNQ-3219955	Reference no:	ID 3219955 19/2/4/2/4/6301/172
Advertising date:	10/10/2024	Closing date:	15/10/2024
Closing time:	11:00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **4 SF or higher, or 4 SF*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" 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 higher, or **Not applicable Not applicable PE*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

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

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

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".

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

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	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 (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> 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 (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would 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".

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9 JANUARY 2004).

4. RESPONSIVENESS CRITERIA

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

1	<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.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory
8	<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.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	Submission of PA32 - Invitation to bid.
11	<input checked="" type="checkbox"/>	Bidding companies must provide proof that their employed Technicians or Artisans are authorized Gas Practitioners, registered with SAQCC for gas and fire. A valid copy of the SAQCC registration card must be submitted with the quotation for evaluation . Failure to comply may result to disqualification
12	<input checked="" type="checkbox"/>	Submission of award letter and completion letter or certificate with contactable references as proof of prior experience for repairs and servicing of fire equipment completed to the value of R100 000.00 or more.
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

4.2. Indicate administrative responsiveness requirements applicable for this tender.

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 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"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<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
9	<input type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<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.
13	<input checked="" type="checkbox"/>	Contractor Must be in good standing with workman's compensation and submit a valid letter of Good Standing - COIDA (subject to verification)
14	<input checked="" type="checkbox"/>	All information submitted by bidders will be verified to confirm validity
15	<input type="checkbox"/>	
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

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

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

5 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)
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5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

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

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;

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".

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

6.2 Commercial risks:

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

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

7. COLLECTION OF QUOTATION DOCUMENTS

- ☐ Quotation documents are available for collection during working hours
- ☐ Alternatively; quotation documents may be collected during working hours at the following address **insert physical address**. A non-refundable bid deposit of **R insert amount** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

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".

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	N/A		
Virtual meeting Link:	N/A		
Date:	N/A	Starting time:	N/A

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	Mr. N. Moloto	Telephone no:	0313147316
Cellular phone no	072 612 4797	Fax no:	
E-mail	ntuthuko.moloto@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official		Telephone no:	
Cellular phone no		Fax no:	
E-mail			

10. DEPOSIT / RETURN OF QUOTATION 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).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X Durban 4000 Attention: Procurement section: Room	OR	Deposited in the tender box at: 157 Monty Naiker Road, by Security National Department of Public Works
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ANNEXURE TO PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

Project title:	<i>JUSTICE: Durban Magistrate Court: Repairs sprinkler valves, Servicing of pumps, Servicing of fire doors, Repair un-serviceable Fire hose reels and Fire</i>
Reference no:	19/2/4/2/4/6310/172

Quotation No:			
Advertising date:	/ /2024	Closing date:	/ /2024
Closing time:	11:00AM	Validity period:	84 Days

BIDDERS TO TAKE NOTE OF THE FOLLOWING

- Contractor must comply with OHS Act no. 85 of 1993 with Regulation.
- Contractor must be in good standing with Workman's Compensation. (COIDA)
- Contractor must provide proof of relevant required registration and all compliant certification of conformances.
- Submission of Safety Plan before commencement on Site and Site Hand Over by Project Leader is compulsory before commencement of work on site, failure to comply may result in the cancellation of the appointment and non-payment for any work done without approval from project leader.
- Bidder to submit original sworn affidavit, signed by EME representative, attested by a Commission of Oaths, or certified copy of BBBEE certificate issued by CIPC or SANAS approved BBBEE certificate, valid as the time of closing (subject to verification)
- **Bidders must submit a certificate/written proof of fire extinguisher purchase or servicing from a registered and accredited supplier. In-house servicing requires proof of accreditation, registration, and technician certification from a recognized body, and compliance with relevant standards. This will be a condition for payment to be processed.**
- **Successful bidders must submit a Certificate of Service and Warranty upon completion. All serviced equipment on-site must display company stickers indicating the service provider, the date of service, and the next scheduled service date. Bidders must also submit a report of all fire equipment on site and the state it's in. Non-compliance with this requirement may affect future engagements.**
- Submission of PA-09 Returnable documents

Chief Works Manager / Project Leader: N. Moloto

Signature: _____

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) 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

(1) 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".

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- 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 certify 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 consortium² 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.

² 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.

- 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 CERTIFY 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

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".

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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:

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

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *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 Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / 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			

The bidding 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 Bidding 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 Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding 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 Bidding 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 Bid /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 Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / 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 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.

3. The Enterprise accepts 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.
4. 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: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
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12			
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15			

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

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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 Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding 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 Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid 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:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid 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: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding 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).

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **Preference Points System to be applied**

(tick whichever is applicable).

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 **Points for this tender shall be awarded for:**

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	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 (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			<p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • 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 (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none">ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none">SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none">Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none">Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none">Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none">Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none">SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

		owned by black women (mandatory)		
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	OR			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$			

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$			

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 4: 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: _____

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1



PA-10 (FM): CONDITIONS OF CONTRACT

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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. 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 an 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.



- 21 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

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

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

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

25. PENALTY FOR NON-PERFORMANCE

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

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

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

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



- 25.5 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:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



20. 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.