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**correctional services**  
Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



ENGINEER



**TENDER NO: DCS01WCAN-MALMESBURY-CON01**

**TENDER FOR THE “REPAIR, UPGRADE AND/OR NEW  
INSTALLATION OF INTEGRATED SECURITY SYSTEMS AND  
MAINTENANCE AT MALMESBURY MEDIUM B CORRECTIONAL  
CENTRE, WESTERN CAPE”**

December 2021

**Important note:**

No pages may be removed from this document. Tenderers are obliged to return the tender document in full, plus all the additional supporting documents required in terms of this tender document, failing which the prospective Tenderer will be removed from contention.

**ISSUED BY:**

**THE INDEPENDENT DEVELOPMENT TRUST**

WESTERN CAPE REGIONAL OFFICE  
ROOM 104, 14<sup>TH</sup> FLOOR, CUSTOMS HOUSE,  
HEERENGRACHT STREET,  
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**PREPARED BY:**

**TSEPA CONSULTING (PTY) LTD**

UNIT 10  
368 OAK AVENUE  
FERNDALE  
RANDBURG  
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SOUTH AFRICA

**Tenderer Name:** .....

**CIDB Registration Number:** ..... **CIDB Grade** .....



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# THE TENDER

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## **PART T1 – TENDERING PROCEDURES**

### **T1.1 – TENDER NOTICE AND INVITATION TO TENDER**



## T1.1 - Tender Notice and Invitation to Tender

On behalf of the department of Correctional Services (DCS), the Independent Development Trust (IDT) invites tenders for the “Repair, Upgrade and/or New Installation of Integrated Security Systems and Maintenance at Malmesbury Medium B Correctional Centre, Western Cape”.

The evaluation of the tender will be carried out in three (3) phases;

### PHASE ONE: MANDATORY REQUIREMENTS/DOCUMENTATION

Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited.) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in black ink, (All as per Standard Conditions of Tender).

1. Submission of completed and signed Invitation to Bid (SBD1)
2. Submission of signed Declaration of Interest (SBD 4)
3. Compliance with pre-qualification criteria for Preferential Procurement (SBD 6.1)
4. Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2)
5. Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)
6. Certificate of Independent Bid Determination (SBD 9)
7. Original Certificate of Authority for Signatory
8. CIDB grading 8 or higher in class EB (Electrical Building) or SQ (Steel security fencing or precast concrete)
9. Submission of Notarised JV Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium
10. Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents (CIPC)
11. Valid Letter of Good standing with Compensation for Occupational and Injuries Diseases Act (COIDA) Registration Certificate or FEMA certificate number.
12. Acknowledgment of Addenda to the tender document
13. Signed confidentiality declaration
14. Certified proof of Registration of the tendering entity with Private Security Industry Regulatory Authority (PSIRA)
15. Tenderer to provide proof of professional registration of the lead project contracts manager as Pr. Construction Manager or Pr. Construction Project Manager with SACPCMP.
16. Submission of signed Form of Offer and Acceptance (in black ink).
17. Submission of the fully priced Bill of Quantities (complete document inclusive of all parts)
18. Subcontracting commitment of a minimum of 30% of the value of the contract to an EME or QSE with at least 51% ownership by black people.
19. Attendance of compulsory tender briefing meeting and signing of the attendance register

In addition, bidders who falls under the following criterial will result in direct disqualification of the bid:

- i. If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
- ii. The Tenderer or any of its directors/ partners/ members/ principals are listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004): Tenderer to provide a sworn affidavit confirming that they are not listed as a tender defaulter in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).



- iii. In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

A submission of the tender by the Tenderer in response to this invitation will be deemed to be acceptance of the IDT's Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Construction Procurement (2015) as published in Government Gazette No 38960, Board Notice 136 Government Gazette of 10 July 2015 (see [www.cidb.org.za](http://www.cidb.org.za)) as amended on August 2019.

## PHASE TWO: FUNCTIONALITY CRITERIA

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Criteria	Points Allocation
1. Experience on similar projects.	30
2. Client References	10
3. Qualification, Experience and Competencies of key staff	30
4. Safety, Health, Environment and Quality Resources	10
5. Financial Standing and Rating	20
TOTAL	100

## PHASE THREE: PREFERENTIAL POINT SYSTEM

Only competent tenders who have reached or exceeded the minimum functionality threshold of 70% (70 points) will be evaluated on a 90/10 (Price / B-BBEE) points basis in terms of the Preferential Procurement Policy Framework Act of 2017.

In order to claim and be awarded B-BBEE points bidders must submit an original or an original certified copy of B-BBEE certificate issued by a SANAS accredited agency or by the Company and Intellectual Property Commission (CIPC). In cases of a Joint Venture, an original consolidated B-BBEE certificate issued by SANAS accredited verification agency will be accepted.

## STAGE OF AWARD

The following returnable documents shall be submitted together with the tender documents. Validity of this documentation will be verified at the time of award.

1. Proof of Central Supplier Database (CSD) registration.
2. Tax Compliance Letter with a unique pin

## AVAILABILITY OF DOCUMENTS

Documents will be available free of charge online from the 3<sup>rd</sup> December 2021 on the following websites:

- Itender – [www.i-tender.co.za](http://www.i-tender.co.za)
- Etender – [www.etenders.gov.za](http://www.etenders.gov.za)
- IDT website - [www.idt.org.za](http://www.idt.org.za)

## BIDDERS QUERIES

All queries relating to this tender may be addressed in writing to the e-mail: **DCS01ectenders@idt.org.za**. No verbal or telephonic queries will be attended to. Any attempt to verbally contact with the IDT's employee to influence outcome of this tender will lead to disqualification of the bid. All queries should be submitted seven (7) calendar days before the closing date. Queries sent after will not be acknowledge.

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## COMPULSORY TENDER BRIEFING

A compulsory tender briefing meeting with the representatives of the Employer will take place on 9 December 2021 starting at 12:00 noon at the Malmesbury Medium B Correctional Centre. A maximum of two representatives per Tenderer shall be accommodated. All attendees are to carry identification document to the tender briefing meeting. The Tenderer must be represented at the tender briefing meeting by a person who is suitably qualified and experienced to comprehend the scope of works and the implementation requirements. The tender representative must sign the attendance register

## CLOSING TIME

The closing time for receipt of tenders is 12:00 noon on **31<sup>st</sup> January 2022**. Tenders shall be submitted at:

“The IDT WC Regional Tender Box”

The Physical Address delivery of Tender documents is IDT Western Cape Regional Office:

Room 1404, 14th Floor, Customs House,  
Heerengracht Street,  
Foreshore,  
Cape Town, 8001

Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.

### Disclaimer

Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.

Requirements for submission, sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The IDT reserve the right not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.



## T1.2 – Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Construction Procurement (2015) as published in Government Gazette No 38960, Board Notice 136 Government Gazette of 10 July 2015 (see [www.cidb.org.za](http://www.cidb.org.za)) as amended on August 2019.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it applies.

Clause Number	Tender Data
F.1	<p><b>General</b></p> <p>The Tender shall be for:</p> <p>The “Repair, Upgrade and/or new installation of Integrated security systems and Maintenance at Malmesbury Medium B Correctional Centre, Western Cape”. The Invitation to Tender Number is <b>DCS01WCAN-MALMESBURY-CON01</b></p>
F.1.1	<p><b>Actions</b></p> <p>The employer and each Tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.</p>
F.1.2	<p><b>Tender documents</b></p> <p>The documents issued by the Employer comprise the following documents:</p> <p><b><u>Tender Book 1</u></b></p> <p><b>Part T1: Tendering Procedures</b></p> <ul style="list-style-type: none"> <li>• T1.1: Tender Notice and Invitation to Tender</li> <li>• T1.2: Tender Data</li> </ul> <p><b>Part T2 : Returnable Documents</b></p> <ul style="list-style-type: none"> <li>• T2.1 : List of Returnable Documents</li> <li>• T2.2 : Returnable Schedules</li> </ul> <p><b>Part C1 : Agreements and Contract Data</b></p> <ul style="list-style-type: none"> <li>• C1.1: Form of Offer and Acceptance</li> <li>• C1.2 30% Local Sub-contracting of EME's &amp; QSE's</li> <li>• C1.3 Schedule of imported Materials and Equipment</li> <li>• C1.4: Contract Data</li> <li>• C1.5: Proforma Guarantee</li> </ul>



	<p><b>Part C2 : Pricing Data</b></p> <ul style="list-style-type: none"> <li>• C2.1 : Pricing Instructions</li> <li>• C2.2 : Bill of Quantities</li> </ul> <p><b><u>Tender Book 2</u></b></p> <p><b>Part C3 : Scope of Work</b></p> <ul style="list-style-type: none"> <li>• C3.3: PN: Particular Electronic Security Specification</li> <li>• C3.4: Additional Specifications <ul style="list-style-type: none"> <li>○ SA: General maintenance</li> <li>○ SB: Operating and maintenance manuals</li> <li>○ SC: General decommissioning, testing and commissioning procedures</li> <li>○ SD: General Training</li> <li>○ SI: Occupational Health and Safety</li> </ul> </li> </ul> <p><b>Part C4 : Site Information</b></p> <ul style="list-style-type: none"> <li>• C4 : Site Information</li> </ul> <p><b><u>Tender Book 3</u></b></p> <p><b>Book of Tender Drawings</b></p> <ul style="list-style-type: none"> <li>• List of Drawings</li> <li>• Tender Drawings</li> <li>• NB : Most of the detailed drawings will only be shared with the awarded Contractor due to security reasons.</li> </ul>
F1.4	<p><b>Communication and Employer's Agent/ Engineer</b></p> <p>All communication shall be in the English language.</p> <p>The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.</p>
F1.4. (a)	<p>The Employer is the <b>Independent Development Trust (IDT)</b></p> <p>The IDT Representative is:</p> <p>Name: Mr Gregory Africa The IDT WC Regional Office Room 1404, 14th Floor, Customs House, Heerengracht Street, Foreshore, Cape Town, 8001</p>
F1.4. (b)	<p><b>The Employer's Agent is</b></p> <p>Name: Tsepa Consulting (Pty) Ltd Capacity: Engineer</p>



	<p>Address: Physical address: <b>Unit 10, 368 Oak Avenue, Ferndale, Randburg, 2194, South Africa</b></p> <p>Postal address: <b>P O Box 1609, Sundowner, 2161</b></p>
F1.5.1	<p><b>The employer's right to accept or reject any tender offer</b></p> <p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection.</p>
F2	<p><b>Tenderer's Obligations</b></p>
F.2.1	<p><b>Eligibility</b></p> <p>Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer (IDT) or the DCS.</p>
F.2.1.1	<p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in black ink (All as per Standard Conditions of Tender).</p> <ol style="list-style-type: none"> <li>1. Submission of completed and signed Invitation to Bid (SBD1)</li> <li>2. Submission of signed Declaration of Interest (SBD 4)</li> <li>3. Compliance with pre-qualification criteria for Preferential Procurement (SBD 6.1)</li> <li>4. Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2)</li> <li>5. Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)</li> <li>6. Certificate of Independent Bid Determination (SBD 9)</li> <li>7. Original Certificate of Authority for Signatory</li> <li>8. CIDB grading 8 or higher in class EB (Electrical Building) or SQ (Steel security fencing or precast concrete)</li> <li>9. Submission of Notarised JV Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium</li> <li>10. Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents</li> <li>11. Valid Letter of Good standing with Compensation for Occupational and Injuries Diseases Act (COIDA) Registration Certificate or FEMA certificate number.</li> <li>12. Acknowledgment of Addenda to the tender document</li> <li>13. Signed confidentiality declaration</li> <li>14. Certified proof of Registration of the tendering entity with Private Security Industry Regulatory Authority (PSIRA)</li> <li>15. Tenderer to provide proof of professional registration of the lead project contracts manager as Pr. Construction Manager or Pr. Construction project manager with SACPCMP.</li> <li>16. Submission of signed Form of Offer and Acceptance (in black ink).</li> <li>17. Submission of the fully priced Bill of Quantities (complete document inclusive of all parts)</li> </ol>



	<p>18. Subcontracting Commitment of a minimum of 30% of the value of the contract to an EME or QSE with at least 51% ownership by black people.</p> <p>19. Attendance of compulsory tender briefing meeting and signing of the attendance register</p> <p>In addition, bidders who falls under the following criterial will result in direct disqualification of the bid:</p> <p>20. If any of the Directors are in the Employment of the State shall result in disqualification of the bid.</p> <p>21. The Tenderer or any of its directors/ partners/ members/ principals are listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004): Tenderer to provide a sworn affidavit confirming that they are not listed as a tender defaulter in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).</p> <p>22. In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.</p>
F.2.1.1.1	<p><b>CIDB Grading</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for Grade 8 or higher in class EB (Electrical Building) or SQ (Steel security fencing or precast concrete) of construction work, defined by CIDB as follows:</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ul style="list-style-type: none"> <li>• every member of the joint venture is registered with the CIDB;</li> <li>• the lead partner has a contractor grading designation in the Grade 8 or higher in class EB (Electrical Building) or SQ (Steel security fencing or precast concrete) of construction work; and</li> <li>• the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than Grade 8 in class EB (Electrical Building) or SQ (Steel security fencing or precast concrete) contractor grading designation determined in accordance with the sum tendered for the EB or SQ class of construction work.</li> </ul>
F.2.1.1.2	<p><b>Joint ventures</b></p> <p>Joint ventures are eligible to have their submissions evaluated provided that:</p> <ul style="list-style-type: none"> <li>• Notarized and signed Joint Venture or consortium Agreement Between Parties (if applicable)</li> <li>• the lead partner entity is registered with Private Security Industry Regulatory Authority (PSIRA)</li> </ul>
F.2.1.1.3	<p><b>SDB Forms: Duly completed and signed Standard Bid Documents:</b></p> <ul style="list-style-type: none"> <li>• Invitation to Bid (SBD 1)</li> <li>• Signed Declaration of Interest (SBD 4)</li> <li>• Preference Points Claim Forms (SBD 6.1)</li> <li>• Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2)</li> <li>• Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)</li> <li>• Certificate of Independent Bid Determination (SBD 9)</li> </ul>



F.2.1.1.4	<p><b>Company Documents</b></p> <ul style="list-style-type: none"> <li>• Original Certificate of Authority for Signatory</li> <li>• Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents.</li> <li>• Letter of Good standing with Compensation for Occupational and Injuries Disease Act (COIDA) Registration Certificate</li> </ul>
F.2.1.1.6	<p><b>Pricing Documents</b></p> <ul style="list-style-type: none"> <li>• Original Signed Form of Offer and Acceptance</li> <li>• Original Fully Completed (in black INK) Priced, tender document (BOQ)</li> </ul>
F.2.2	<p><b>Cost of tendering</b></p> <p>Accept that the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.</p>
F.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancies or omissions.</p>
F.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p> <p>Bidders are required to acknowledge and sign off the confidentiality declaration as stipulated in section T2.2.</p>
F.2.6	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid form evaluation. This is due to incomparability of offers with the rest of the bidders.</p>
F.2.7	<p><b>Tender briefing/ clarification meeting</b></p> <p>A compulsory tender briefing shall be held on the 9<sup>th</sup> December 2021 at 12:00 noon at Malmesbury Medium B Correctional Centre located at Moll Street G2, Malmesbury, 7300, Western Cape. GPS Coordinates: 33.4542° S, 18.7304° E.</p>
F.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (7) working days before the closing time stated in the tender data.</p>
F.2.9	<p><b>Insurances</b></p> <p>Refer to contract data for insurance requirements.</p>



F.2.11	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of correction/ masking fluid are prohibited.</p> <p>Any unauthorised alterations or additions to the tender documents will lead to disqualification of the tenderer.</p>
F.2.12	<p><b>Alternative tender offers</b></p> <p>No alternative tender offers will be considered</p>
F.2.13	<p><b>Submitting a tender offer</b></p>
F.2.13.2	<p>Return all returnable documents to the employer after completing them in their entirety (entire Book 1), by writing legibly in non-erasable black ink.</p>
F.2.13.3	<p>The Tender Offer shall be submitted as one original signed document. The Tender Offer document shall be Book 1 in its entirety, containing all returnables including Bill/ Schedule of Quantities, completed in full and duly signed. The Tender Offer shall consist of a maximum of one (1) Lever Arch File wrapped or sealed package (e.g. box or wrapping) marked as per clause F.2.13.5. The Lever Arch File must be clearly labelled with the Tenderer's name, Tender number, Tender name and Tenderer's contact details.</p>
F.2.13.4	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.</p>
F.2.13.5	<p>The tender shall be addressed to the <i>Employer</i> as follows:</p> <p><b>INDEPENDENT DEVELOPMENT TRUST (IDT)</b></p> <p><b>TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE “REPAIR, UPGRADE AND/OR NEW INSTALLATION OF INTEGRATED SECURITY SYSTEMS AND MAINTENANCE AT MALMESBURY MEDIUM B CORRECTIONAL CENTRE, WESTERN CAPE”.</b></p> <p><b>Marked Confidential Tender No. DCS01WCAN-MALMESBURY-CON01</b></p> <p>Closing date: 31<sup>st</sup> January 2022</p> <p>Closing time of the bid:12:h00 (noon)</p>
F.2.13.6	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer should be submitted in the tender box located at the following address:</p> <p>The place for delivery of the tender is the IDT Tender Box located at:</p> <p>“The IDT WC Regional Tender Box”</p> <p>The Physical Address delivery of Tender documents is IDT Western Cape Regional Office:</p>



	<p>Room 1404, 14th Floor, Customs House, Heerengracht Street, Foreshore, Cape Town, 8001</p> <p>Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.</p> <p>Note: No tenders will be accepted at any other IDT offices.</p>
F.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
F.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
F.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as being non-responsive.</p>
F.2.15	<b>Closing time</b>
F.2.15.1	<p>The closing time for the Tender Submission is no later than 12h00 (noon) on 31<sup>st</sup> January 2022.</p> <p>The Physical Address delivery of Tender documents is IDT Western Cape Regional Office: Room 1404, 14th Floor, Customs House, Heerengracht Street, Foreshore, Cape Town, 8001</p>
F.2.16	<p><b>Tender offer validity</b></p> <p>The tender validity period is <b>90 calendar days</b> from close of Tender</p>
F.2.16.1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
F.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.
F.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. Provide access during working hours to premises for inspections.</p>
F.2.19	<p><b>Inspections, Tests and Analysis</b></p> <p>For security reasons, no access shall be provided for inspections, tests and analysis on site during the tendering period.</p>



F.2.23	<p><b>Certificates</b></p> <p>The Tenderer is required to submit with bid all the certificates as stated in the lists of returnable documents (T2.1)</p>
F.3	<p><b>The Employer's Undertakings</b></p>
F.3.2	<p><b>Issue addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the tender notice until <b>5 calendar days</b> before the tender closing time stated in the tender data.</p> <p>If, as a result of the issuing of addenda, a Tenderer applies for an extension to the closing time stated in the tender data, the employer may grant, at their discretion, such extension and shall then notify all Tenderers who drew documents.</p>
F.3.3	<p><b>Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the tender data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.</p>
F.3.4	<p><b>Opening of Tender Submissions</b></p> <p>Tenders will be opened in public shortly after tender closing at the time and location indicated in F.2.15.1. At this public opening the following information will be recorded.</p> <ul style="list-style-type: none"> <li>• The names of all the tendering entities,</li> <li>• Tendered amounts.</li> </ul>
F.3.5	<p>One-envelope procedure is applicable to this tender.</p>
F.3.6	<p><b>Non-disclosure</b></p> <p>Do not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers until after the award of the contract to the successful Tenderer.</p>
F.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>

F.3.11	<p><b>The Tender Offer Evaluation</b></p>
F.3.11.3	<p>The tender will be evaluated using the Method 2: Functionality, Price and Preference.</p> <ol style="list-style-type: none"> <li>1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data (F.3.11.9) and in the Tender Notice of Invitation.</li> <li>2) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed below.</li> </ol>



	<p>The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2017 on a 90/10 preference point system., with the formula for the calculation of total number of tender evaluation points as detailed below:</p> $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>P<sub>s</sub> = Points scored for comparative price of tender under consideration</p> <p>P<sub>t</sub> = Price of tender under consideration, and</p> <p>P<sub>min</sub> = Price of lowest acceptable bid</p>																				
<p>F.3.11.8</p>	<p><b>Scoring Preference</b></p> <p>Up to 10 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>An original or certified copy of the B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE. In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid sworn affidavit must be submitted with the bid offer.</p> <p>A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in a consortium or joint venture must allow sufficient time for obtaining such status level verification.</p> <p>Score the preference claimed of the remaining responsive tender offers in terms of Regulation 6 of the Preferential Procurement Regulations 2017, in accordance with the table below:</p> <table border="1" data-bbox="411 1368 1275 1720"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th> <th>Number of points (90/10 system)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> </tr> <tr> <td>2</td> <td>9</td> </tr> <tr> <td>3</td> <td>6</td> </tr> <tr> <td>4</td> <td>5</td> </tr> <tr> <td>5</td> <td>4</td> </tr> <tr> <td>6</td> <td>3</td> </tr> <tr> <td>7</td> <td>2</td> </tr> <tr> <td>8</td> <td>1</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0</td> </tr> </tbody> </table>	B-BBEE Status Level of Contribution	Number of points (90/10 system)	1	10	2	9	3	6	4	5	5	4	6	3	7	2	8	1	Non-compliant contributor	0
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<p>F.3.11.9</p>	<p><b>Scoring Functionality</b></p> <p>The functionality criteria and maximum score in respect of each of the criteria are as follows:</p> <p>A maximum of 100 tender evaluation points will be awarded for quality. Only bidders who score 70% and above (i.e. 70 points and above out of a total of 100 points) will be further evaluated in terms of the 90/10 price/preference points system.</p> <p>The functionality will be scored using the following criteria and values:</p>																				



	Criteria	Points Allocation																								
	Experience on similar projects.	30																								
	Client References	10																								
	Qualification, Experience and Competencies of key staff	30																								
	Safety, Health, Environment and Quality Resources	10																								
	Financial Standing and Rating	20																								
	<b>Total</b>	<b>100</b>																								
F.3.11.9.1	<p><b>Relevant Experience in Similar projects (30 points):</b></p> <p>Points are allocated for previous relevant experience on project of similar kind and complexity. The similarity refers to projects relating to repair, upgrade, new installation and maintenance of integrated security systems; where minority of the works relate to building works, in the past 10 years.</p> <p>In support tenderers are to complete the “Relevant Experience in Similar projects” returnable schedule and attach thereto original certified copies of relevant completion certificates, final completion; or letter from the client (client letter head) confirming completion of such a project).</p> <p><b>Evaluation points will be awarded in terms of the following sub-criteria:</b></p> <p><b>Sub-criteria A:</b> Number of projects completed in which three (3) or more high security electronic subsystems were integrated with a project value of above R 30M (Inc. Vat). The subsystems relate to this project scope of works as described under C3, Book 2 and C1.4 Contract Data clause 5.14.1</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Number of projects completed under this category</th> <th>Number of points</th> </tr> </thead> <tbody> <tr><td>5</td><td>20</td></tr> <tr><td>4</td><td>16</td></tr> <tr><td>3</td><td>12</td></tr> <tr><td>2</td><td>8</td></tr> <tr><td>1</td><td>4</td></tr> </tbody> </table> <p><b>Sub-criteria B:</b> Number of maintenance projects in relation to the required services as described under C3, Book 2 and C1.4 Contract Data clause 5.14.1</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Number of projects completed under this category</th> <th>Number of points</th> </tr> </thead> <tbody> <tr><td>5</td><td>10</td></tr> <tr><td>4</td><td>8</td></tr> <tr><td>3</td><td>6</td></tr> <tr><td>2</td><td>4</td></tr> <tr><td>1</td><td>2</td></tr> </tbody> </table>		Number of projects completed under this category	Number of points	5	20	4	16	3	12	2	8	1	4	Number of projects completed under this category	Number of points	5	10	4	8	3	6	2	4	1	2
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	<p><b>Client References (10 points):</b></p> <p>Points are allocated for performance on previous projects executed in terms of the respective completed “Client Reference Letter” (see returnable schedules) for the projects listed on the abovementioned “<b>Relevant Project Experience in Similar construction projects</b>” returnable schedule.</p> <p>Evaluation points will be awarded in terms of the following table:</p> <table border="1" data-bbox="411 584 1291 880"> <thead> <tr> <th rowspan="2">Projects</th> <th colspan="4">Overall assessment by Client</th> </tr> <tr> <th>Poor</th> <th>Fair</th> <th>Good</th> <th>Excellent</th> </tr> </thead> <tbody> <tr> <td>Project A</td> <td>0</td> <td>0,5</td> <td>1,5</td> <td>2</td> </tr> <tr> <td>Project B</td> <td>0</td> <td>0,5</td> <td>1,5</td> <td>2</td> </tr> <tr> <td>Project C</td> <td>0</td> <td>0,5</td> <td>1,5</td> <td>2</td> </tr> <tr> <td>Project D</td> <td>0</td> <td>0,5</td> <td>1,5</td> <td>2</td> </tr> <tr> <td>Project E</td> <td>0</td> <td>0,5</td> <td>1,5</td> <td>2</td> </tr> <tr> <td><b>Total number of points</b></td> <td><b>0</b></td> <td><b>2,5</b></td> <td><b>7,5</b></td> <td><b>10</b></td> </tr> </tbody> </table>	Projects	Overall assessment by Client				Poor	Fair	Good	Excellent	Project A	0	0,5	1,5	2	Project B	0	0,5	1,5	2	Project C	0	0,5	1,5	2	Project D	0	0,5	1,5	2	Project E	0	0,5	1,5	2	<b>Total number of points</b>	<b>0</b>	<b>2,5</b>	<b>7,5</b>	<b>10</b>
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<p>F.3.11.9.3</p>	<p><b>Qualification and Competencies of key staff (30 points):</b></p> <p>Points are allocated for professional qualifications and professional registration of allocated key personnel for the project under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and professional registration within the built environment profession (as per returnable schedule T2.1.21)</p> <p>Provide curriculum vitae's, certified qualification certificates and proof of professional registration. Tenderer's project management structure and organogram specific to this project that sets out the roles of each proposed team member during the construction stage to also be provided.</p> <p>Note: In the event of any change of key personnel during the construction stage, the tenderer must be able to provide the replacement personnel of similar expertise and experience and obtain approval from the employer within 5 working days.</p> <table border="1" data-bbox="405 1480 1386 1962"> <thead> <tr> <th>Description of the Criteria</th> <th>Point allocation</th> </tr> </thead> <tbody> <tr> <td> <p><b>1. Construction/Contract Manager</b>                      Only CM who is registered with SACPCMP will be considered.</p> <p><b>Point allocated based on the relevant experience:</b>                      10 years and more = 3 points                      8-9 years = 2 points                      6-7 years = 1 point</p> <p><b>Point allocated based on the Qualification</b>                      National Diploma = 1                      Bachelor's degree or higher = 2</p> </td> <td>5 Points</td> </tr> </tbody> </table>	Description of the Criteria	Point allocation	<p><b>1. Construction/Contract Manager</b>                      Only CM who is registered with SACPCMP will be considered.</p> <p><b>Point allocated based on the relevant experience:</b>                      10 years and more = 3 points                      8-9 years = 2 points                      6-7 years = 1 point</p> <p><b>Point allocated based on the Qualification</b>                      National Diploma = 1                      Bachelor's degree or higher = 2</p>	5 Points																																			
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	<p><b>2. Lead Foreman</b></p> <p>Only LF with minimum NQF Level 5 and above in the built environment will be considered.</p> <p><b>Point allocated based on the relevant experience:</b>                  10 years and more = 5 points                  8-9 years = 4 points                  6-7 years = 3 points                  5 years = 2 points                  4 years = 1 point                  Below 4 years = 0 points</p>	<p>5 Points</p>	
	<p><b>3. Installation Electrician with wireman's licence</b></p> <p>Only IE with minimum NQF Level 4 and above in the built environment will be considered.</p> <p><b>Point allocated based on the relevant experience:</b>                  10 years and more = 5 points                  8-9 years = 4 points                  6-7 years = 3 points                  5 years = 2 points                  4 years = 1 point                  Below 4 years = 0 points</p>	<p>5 Points</p>	
	<p><b>4. Certified Systems Engineer:</b></p> <p>Only SE with minimum NQF Level 4 and above in the built environment will be considered.</p> <p><b>Point allocated based on the relevant experience:</b>                  10 years' and more = 5 points                  8-9 years = 4 points                  6-7 years = 3 points                  5 years = 2 points                  4 years = 1 point                  Below 4 years = 0 points</p>	<p>5 Points</p>	
	<p><b>5. Certified Networking Engineer</b></p> <p>Only NE with minimum NQF Level 4 and above in the built environment will be considered.</p> <p>10 years and more = 5 points                  8-9 years = 4 points                  6-7 years = 3 points                  5 years = 2 points                  4 years = 1 point                  Below 4 years = 0 points</p>	<p>5 Sub - Points</p>	



	<p align="center"><b>6. Detailed Project Organogram</b></p> <p>Point are allocated for submission of Detailed Project Organogram that sets out the roles of each team member and demonstrates that the project is adequately resourced in terms of skills and scope of works of the project.</p> <table border="1"> <thead> <tr> <th align="left">Criteria for allocation of points</th> <th align="right">Points</th> </tr> </thead> <tbody> <tr> <td>Adequate resourcing including all relevant key personnel</td> <td align="right">2</td> </tr> <tr> <td>Skills and capacity for the sub-systems in accordance with the scope as defined under Contract Data item 5.14.1</td> <td align="right">3</td> </tr> <tr> <td>Not aligned to the scope of works</td> <td align="right">0</td> </tr> </tbody> </table>	Criteria for allocation of points	Points	Adequate resourcing including all relevant key personnel	2	Skills and capacity for the sub-systems in accordance with the scope as defined under Contract Data item 5.14.1	3	Not aligned to the scope of works	0	<p align="center">5 Points</p>										
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<p>F.3.11.9.4</p>	<p><b>Safety Health Officer (10 points):</b></p> <p>10 Points will be allocated for tenderers who have at least one Health and Safety officer allocated to the project, with the relevant experience and with Professional registration from SACPCMP. Only Pr. Health and Safety registered Officer with will be considered.</p> <p>Tenderers are required to provide Curriculum Vitae together with certified proof of qualifications and professional registration as Health and Safety officer.</p> <table border="1"> <thead> <tr> <th rowspan="2">Category</th> <th colspan="2">Qualification (Maximum of 5 Points)</th> <th colspan="3">Experience (Maximum of 5 Points)</th> </tr> <tr> <th>Not Qualified</th> <th>Qualified</th> <th>Between 3 - 5 Years</th> <th>Between 6 - 10 Years</th> <th>Between 11 - above Years</th> </tr> </thead> <tbody> <tr> <td>Health and Safety Resource</td> <td align="center">0</td> <td align="center">5</td> <td align="center">1</td> <td align="center">3</td> <td align="center">5</td> </tr> </tbody> </table> <p>Where the Health and Safety officer allocated to this project is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the Health and Safety officer with a person with equivalent competencies subject to approval by the employer.</p>			Category	Qualification (Maximum of 5 Points)		Experience (Maximum of 5 Points)			Not Qualified	Qualified	Between 3 - 5 Years	Between 6 - 10 Years	Between 11 - above Years	Health and Safety Resource	0	5	1	3	5
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<p>F.3.11.9.5</p>	<p><b>Financial standing and Rating</b></p> <p>All supporting documents related to the Bidding Entity name. will be considered. In the case of a JV, the supporting documentation of the lead company of the JV entity will be considered for scoring.</p>																			



Supporting documentation required	Points Allocation breakdown	Maximum Points Allocation
<p>Original bank report submitted on an original bank letter:</p> <ul style="list-style-type: none"> <li>• With official bank stamp.</li> <li>• Valid for 60 days from closing date of tender.</li> <li>• Not be older than 2 (two) calendar months from date of tender closing.</li> </ul>	<p><b>Bank Rating:</b>                      Rating A = 5 points                      Rating B = 4 points                      Rating C = 3 points                      Rating D = 2 points                      Rating E = 1 point                      If none of the above, the bidder will be allocated zero points.</p>	<p>5 Points</p>
<p>Three (3) letters of credit references confirming remaining available credit limits from key material i.e. Security Fencing, CCTV Equipment. Access control Equipment, IT &amp; Networking Equipment, Fire Detection and Fire Suppression equipment, electrical equipment and materials:</p> <ul style="list-style-type: none"> <li>• Letters must not be older than 2 (two) calendar months from date of tender closing and original.                             <ul style="list-style-type: none"> <li>○ Current status of the Tenderers account with the supplier must be stated</li> </ul> </li> </ul>	<p><b>Rating:</b>                      3 letters = 5 points                      2 letters = 3 points                      1 letter = 1 point                      If none of the above is provided, the bidder will be allocated zero points.</p>	<p>5 Points</p>
<ul style="list-style-type: none"> <li>• Confirmation of bridging finance or financial facilities for 10% of the tendered value. The value of bridging finance available to the Tenderer to be clearly indicated on an original letterhead from a financial institution registered with the South African Financial Services Board.</li> </ul>	<p><b>Rating:</b>                      Confirmation letter of bridging finance = 10 points                       If no compliant letter submitted = zero points</p>	<p>10 Points</p>



F.3.11.9		Quality Criteria: Scorecard Legend (Summary)			
VARIABLES	TOTAL POINTS	CRITERIA	DESCRIPTION OF CRITERIA	POINTS	
Experience on similar project.	30	As per Tender Data F 3.11.9	Points allocated for track record based on the similar scale of previous projects over the last 10 years executed by tenderer in consideration	As per Tender Data F 3.11.9	
Client Reference	10	As per Tender Data F 3.11.9	Points awarded for demonstrated performance on previous work in relation to the degree to which previous projects have been completed within the contractual periods, and or extension thereto, and general contract administration	As per Tender Data F 3.11.9	
Qualification and Competencies of key staff (30 points):	30	As per Tender Data F 3.11.9	Points awarded for required experience, competencies & qualifications of allocated key personnel for the project in consideration	As per Tender Data F 3.11.9	
Safety, Health, Environment and Quality Resources	10	As per Tender Data F 3.11.9	Points allocated for the submitted Health and Safety Resource allocated to the project's qualifications and professional registration	As per Tender Data F 3.11.9	
Financial Standing and Rating	20	As per Tender Data F 3.11.9	Points allocated for the submitted bank rating, credit references and the confirmation of bridging finance facilities	As per Tender Data F 3.11.9	
Total Points	100				
<p><b>Tenderers are required to score minimum points of 70% for Quality and Functionality as stated in the Tender Data. Tenderers who fail to meet the required minimum number of points for quality and functionality as stated in the Tender Data will not be considered for further evaluation.</b></p>					



	<b>EMPOWERMENT POINTS (NP)</b>	<b>10</b>			
	B-BBEE Points	10	B-BBEE Contributor Level 1	Points allocated to entities who are contributing towards the empowerment of black people (a SANAS accredited BEE Certificate MUST be submitted with the bid documents before any points can be allocated)	10
			B-BBEE Contributor Level 2		9
			B-BBEE Contributor Level 3		6
			B-BBEE Contributor Level 4		5
			B-BBEE Contributor Level 5		4
			B-BBEE Contributor Level 6		3
			B-BBEE Contributor Level 7		2
			B-BBEE Contributor Level 8		1
	<b>FINANCIAL OFFER / PRICE POINTS (NFO)</b>	<b>90</b>			
	Financial Offer / Price	90	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$		Formula used to calculate Financial Offer / Price
			Where P <sub>s</sub> = Points scored for comparative price of tender under consideration P <sub>t</sub> = Price of tender under consideration, and P <sub>min</sub> = Price of lowest acceptable bid		
	<b>TOTAL EVALUATION POINTS (TEV)</b>	<b>100</b>	<b>Formula, TEV = NFO + NP</b>		A maximum of 90 points to be awarded for price and 10 points for preference
			<b>NFO</b> = number of tender evaluation points awarded for the financial offer		
			<b>NP</b> = number of tender evaluation points awarded for preference		



F.3.15	<p><b>Complete adjudicator contract</b></p> <p>This clause should be read in conjunction with the contract data of the tender.</p>
F.3.16	<p><b>Notice to Unsuccessful Tenderers</b></p> <p>Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful unless there is granted extension of tender validity period. Award will be posted on I-tender within CIDB website within 30 days of award. No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.</p>
F.3.17	<p><b>Provide Copies of the Contract</b></p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
F.3.20	<p>The additional conditions of tender are:</p> <p>The employer is not obliged to accept the lowest bidder.</p>



### T1.3 SPECIFICATION FOR COMPULSORY 30% LOCAL SUB-CONTRACTING OF EME's & QSE's

All bidders are required to adhere to the regulation 9 of the PPPFA and to submit a sub-contractor agreement for the **30% Local sub-contracting of the contract value excluding contingencies and operational damage amounts**. Bidders that do not meet the subcontracting requirements will result in termination of the contract. The sub-contracting specification and amendments to the regulation is detailed below. Bidders are to ensure compliance to all items.

#### 1. REGULATION

Clause 14.0 of the Implementation Guide for Preferential Procurement Regulations, 2017 (**Version 3: August 2021**) pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, Regulation 9 states the following in relation to Subcontracting as a condition of tender for procurement above R30 million.

#### 2. DEFINITIONS

Local: Local is demarcated within province where the project is located. In this case it refers to the Western Cape Province only, giving preference to the local district.

EME's: Exempt Micro Enterprise

QSE's: Qualifying Small Enterprise

#### 3. REQUIREMENTS

- Tenderers or contractors must submit proof of subcontracting arrangement between the tenderer and the subcontractor. Proof of subcontracting arrangement includes a subcontracting agreement between tenderer and the subcontractor
- The responsibility to sub-contract with competent and capable sub-contractor rests with the tenderer.
- The contract will be concluded between the tenderer and the subcontractor. The awarded tenderer and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
- Tenderers/ Contractors are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves. Where the tenderer/ contractor subcontracts with its subsidiary, this must be declared in tender documents.
- The tenderer/ contractor will be expected to provide proof of the appointment letters of subcontractors.
- The tenderer/ contractor will be expected to complete the work schedule below of his declaration of works to be subcontracted to comply with the 30% regulation.
- Monthly progress reports on the local subcontracting.
- The tenderer/ contractor and subcontractors, including its management and staff, must before commencement of the contract, sign a non-disclosure agreement regarding confidential information and will be required to complete a **security clearance** for each resource participating on this project.



- The tenderer/ contractor and subcontractors are not allowed to employ ex-offenders to implement work in the correctional facilities.
- The tenderer/ contractor and subcontractors' employees are not allowed to engage with the offenders. All interaction with offenders is prohibited.
- Only sub-contractors who are both CSD and CIDB registered should be considered.

#### 4. SCOPE

This specification governs the employment of the 30% Local subcontracting. The bidder is expected to complete the returnable table on C1.2 of his intentions to comply with the 30% local sub-contracting requirements.

### 5. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

#### 5.1 Compilation

The Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements thereof, as are specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

#### 5.2 Contractor's Duties Upon Completion of Each Subcontract

The Contractor shall, on the completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page stating

- a) Contract data
  - i) Contract title;
  - (ii) Contractor's full name and address;
  - (iii) Engineer's name and address;
  - (iv) Employer's name
- b) Subcontract data
  - i) SMME name and address;
  - (ii) Scope or extent of the subcontract works;
  - (iii) Value of the subcontract works;
  - (iv) Applicable level of the subcontract;
  - (v) Duration of the subcontract;
  - (vi) Date of completion of the subcontract;
  - (vii) Description of the training undergone by the SMME;



- c) Certifying the SMMEs completion of the subcontract.

The format, layout and appearance of certificates issued shall be at the Contractor's discretion, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Engineer and a senior representative of the Contractor, who has been duly recognized as thereto.

### 5.3 Contractor's Liability

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and the Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Employer or Engineer to act in terms of the applicable clause(s) of the GCC that deal with breach/ default of the contract by the Contractor.

### 5.4 Performance Guarantee

Performance guarantees for 10 (ten) percent of the accepted subcontract value will be required from subcontracts who exceeds R 500 000.00 (excluding VAT). Where such guarantees are provided by subcontractors the return of same will be related to the time when the work carried out by the subcontractor is complete to the satisfaction of the Contractor and the Engineer.

### 5.5 Retention

Retention on subcontractors will be aligned and released in accordance with the applicable Clause 6.10.5 of the Contract Data after the subcontract work carried out is complete to the satisfaction of the Contractor and the Engineer.

### 5.6 Measurement and Payment

The price tendered will be deemed to include all incidentals by the Contractor to comply with the conditions of this specification. No other claims will be entertained should subcontractors affect the contract works in any way, and the Contractor shall deem to include such effects in the handling cost percentage for the different subcontractors work packages above.

### 5.7 Subcontracting by Subcontractors

The Contractor is not to permit subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors.



## PART T2 – SCHEDULE OF RETURNABLE DOCUMENTS

<b>MANDATORY COMPULSORY REQUIREMENTS</b>		
<b>T.2.1</b>	<b>List of Returnable Documents</b>	<b>Tick if attached</b>
T.2.1.1	Invitation to Bid (SBD 1)	
T2.1.2	Signed Declaration of Interest (SBD 4)	
T2.1.3	Preference Points Claim Forms (SBD 6.1)	
T2.1.4	Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2)	
T2.1.5	Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)	
T2.1.6	Certificate of Independent Bid Determination (SBD 9)	
T2.1.7	Original Certificate of Authority for Signatory	
T2.1.8	CIDB Registration Certificate grade 8 or higher in class EB (Electrical Building) or SQ (Steel security fencing or precast concrete)	
T2.1.9	Submission of Notarised JV Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium	
T2.1.10	Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents	
T2.1.11	Valid Letter of Good standing with Compensation for Occupational and Injuries Diseases Act (COIDA) Registration Certificate or FEMA certificate number.	
T2.1.12	Acknowledgment of Addenda to the tender document	
T2.1.13	Signed Confidentiality Declaration	
T2.1.14	Proof of Registration of the tendering entity with Private Security Industry Regulatory Authority (PSIRA) (In case of a Joint Venture, the lead member must provide a copy of proof of registration)	
T2.1.15	Tenderer to provide proof of professional registration of the lead project contracts manager as Pr. Construction Manager or Pr. Construction project manager with SACPCMP.	
C1.1	Submission of signed Form of Offer and Acceptance (in black ink).	



C1.2	Schedule of proposed EME's & QSE's Sub-Contractors in respect of the 30% Preferential Procurement regulations 2017	
C2.3	Fully Completed (in ink) Priced, tender document (original document)	

**NON-MANDATORY BUT FOR SCORING/ EVALUATION PURPOSES**

	List of Returnable Documents	Tick if attached
T2.1.17	Original certified copy of the B-BBEE Certificate	
T2.1.18	Experience on similar projects.	
T2.1.19	Client References	
T2.1.20	Qualification, Experience and Competencies of key staff CVs of Key Personnel including certified proof of qualifications and professional registration and their	
T2.1.21	Safety, Health, Environment and Quality Resources	
T2.1.22	Organogram of key personnel	
T2.1.23	Proof of financial standing and rating	

**MANDATORY DOCUMENTS THAT SHOULD BE VALID AT THE TIME OF AWARD**

T.2.1	List of Returnable Documents	Tick if attached
T2.1.24	Proof of Central Supplier Database (CSD) registration	
T2.1.25	Tax Compliance Letter with a unique pin (SBD2)	

**OTHER RETURNABLE DOCUMENTS**

T2.1.26	AMENDMENTS AND QUALIFICATIONS	
T2.1.27	Health and Safety Plan	

USER CLIENT



EMPLOYER



ENGINEER



**T2.1.1 \_ INVITATION TO BID (SBD 1)**

THE INDEPENDENT DEVELOPMENT TRUST (IDT) INVITES TENDERS FOR THE “REPAIR, UPGRADE AND/OR NEW INSTALLATION OF INTEGRATED SECURITY SYSTEMS AND MAINTENANCE AT MALMESBURY MEDIUM B CORRECTIONAL CENTRE, WESTERN CAPE”.

**BID NUMBER: DCS01WCAN-MALMESBURY-CON01 CLOSING DATE: 31<sup>st</sup> January 2022**  
**CLOSING TIME: 12:00noon**

DESCRIPTION: “REPAIR, UPGRADE AND/OR NEW INSTALLATION OF INTEGRATED SECURITY SYSTEMS AND MAINTENANCE AT MALMESBURY MEDIUM B CORRECTIONAL CENTRE, WESTERN CAPE”.

---

**The successful bidder will be required to fill in and sign a written Contract Form**

---

BID DOCUMENTS SHALL BE DEPOSITED IN THE BID BOX SITUATED AT:

**The IDT Tender Box at Western Cape Regional Offices of the Independent Development Trust.**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open from 8:30am to 17:00, 5 days a week, Monday to Friday on normal working days

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 2<sup>ND</sup> EDITION 2010 AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

.....  
.....

POSTAL ADDRESS:

.....  
.....

TENDER NO: DCS01WCAN-MALMESBURY-CON01

USER CLIENT



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



ENGINEER



STREET ADDRESS:

.....  
.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

CODE.....NUMBER.....

EMAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS A COPY OF A TAX CLEARANCE CERTIFICATE **WITH A TAX COMPLIANT PIN** BEEN SUBMITTED? YES / NO

II. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES..... /NO.....

(IF YES ENCLOSE PROOF)

III. ARE YOU SUBMITTING THIS TENDER BID AS A JOINT VENTURE WITH ANOTHER COMPANY YES /NO  
IF YES, PLEASE PROVIDE NAME OF THE OTHER JOINT VENTURE

.....  
.....

SIGNATURE OF BIDDER

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

TOTAL BID PRICE.....

TENDER NO: DCS01WCAN-MALMESBURY-CON01



**T2.1.2 DECLARATION OF INTEREST (SBD4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company Registration Number:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

2.7 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in section 3 below.

- <sup>1</sup>“State” means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (b) any municipality or municipal entity;
  - (c) provincial legislature;
  - (d) national Assembly or the national Council of provinces; or
  - (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.8 Are you or any person connected with the bidder presently employed by the state? **YES / NO**



2.9 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....  
Name of state institution at which you or the person connected to the bidder is employed :  
.....

Position occupied in the state institution: .....

Any other particulars:

.....  
.....  
.....

2.10 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.11 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.12 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.13 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.14 If so, furnish particulars:  
.....  
.....  
.....

2.15 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.16 If so, furnish particulars.  
.....  
.....  
.....

2.17 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication YES/NO

**USER CLIENT**



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

**EMPLOYER**



**ENGINEER**



of this bid?

2.18 If so, furnish particulars.

.....  
.....  
.....

2.19 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.20 If so, furnish particulars:

.....  
.....  
.....





### T2.1.3 \_ PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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
- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the .....90/10..... preference point system shall be applicable;
  - b) The 90/10 preference point system will be applicable to this tender.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS
- (a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:  
**90/10**

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6



**correctional services**  
 Department:  
 Correctional Services  
 REPUBLIC OF SOUTH AFRICA



B-BBEE Status Level of Contributor	Number of points (90/10 system)
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? (***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

a) If yes, indicate:

- i) What percentage of the contract will be subcontracted %
- ii) The name of the subcontractor.....
- iii) The B-BBEE status level of the subcontractor.....
- iv) Whether the sub-contractor is an EME or QSE

***(Tick applicable box)***

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in **terms of preferential procurement Regulations, 2017: DECLARATION WITH REGARD TO COMPANY/FIRM**

7.2 Name of company/ firm:.....

7.3 VAT registration number:.....

7.4 Company registration number:.....

7.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company (Pty) Limited

(TICK APPLICABLE)



Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;



- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 favorable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....



## T2.1.4 \_DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and



- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

## 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
1. Steel products and components for construction	100%
2. Fabricated structural steel	100%
3. Fence mechanical structure components and materials	100%
4. Joining/Connecting components	100%
5. Building materials including bricks, concrete, cement, sand, etc	100%
6. Roof and cladding	100%
7. Fasteners e.g. clamps,	100%
8. Wire products e.g. inner security fence (Taut wire)	100%
9. Ducting and structural pipework	100%



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- 10. Plumbing materials and fixtures 100%
- 11. Gutters, downpipes & ladders 100%
- 12. Metal sheets and plates 100%
- 13. Galvanised and colour coated coils 100%
- 14. Wire rod; drawn wire and structural steel sentons 100%
- 15. Reinforcing steel bars 100%
- 16. Street light and camera poles 100%
- 17. Electrical and telecom cables 90%

4. Does any portion of the services, works or goods offered have any imported content?  
**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1. If yes, provide the following particulars:

(a) Full name of auditor: .....

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- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

- 6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION  
 (REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the  
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## Annexure C

### Local Content Declaration – Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated Products:
(C4)	Tender Authority:
(C5)	Tender Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified Local content %:

Note: VAT to be excluded from all calculations

Pula  EU  GBP

#### Calculations of Local content

#### Tender Summary

Tender item no's	List of items	Tender Price -each (excl. VAT)	Exempted Imported Value	Tender value Net of Exempted Imported content	Imported Value	Local value	Local Content % (per Item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	1. Steel products and components for construction						
	2. Fabricated structural steel						
	3. Fence mechanical structure components and materials						
	4. Joining/Connecting components						
	5. Building materials including bricks, concrete, cement, sand, etc						
	6. Roof and cladding						
	7. Fasteners e.g. clamps,						
	8. Wire products e.g. taut wire fence						

Tender Qty	Total tender value	Total imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

TENDER NO: DCS01WCAN-MALMESBURY-CON01

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Tender item no's	List of items	Tender Price -each (excl. VAT)	Exempted Imported Value	Tender value Net of Exempted Imported content	Imported Value	Local value	Local Content % (per Item)	Tender Qty	Total tender value	Total imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	9. Ducting and structural pipework										
	10. Plumbing materials and fixtures										
	11. Gutters, downpipes & ladders										
	12. Metal sheets and plates										
	13. Galvanised and colour coated coils										
	14. Wire rod; drawn wire and structural steel sentons										
	15. Reinforcing steel bars										
	16. Street light and camera poles										
	17. Electrical and telecom cables										
									(C20) Total tender value		
Signature of tenderer from Annex B									(C21) Total Exempt imported content		
									(C22) Total Tender value not exempt imported content		
									(C23) Total imported content		
									(C24) Total Local content		
Date _____									(C25) Average local content % of tenderer		

Soft copy of this template can be found in the DTI website: [http://www.dti.gov.za/industrial\\_development/ip.jsp](http://www.dti.gov.za/industrial_development/ip.jsp)







## T2.1.5 \_ DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

- a) abused the institution's supply chain management system;
- b) committed fraud or any other improper conduct in relation to such system; or
- c) failed to perform on any previous contract.

**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.3.1	If so, furnish particulars:		

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4.4	<i>Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.4.1	<i>If so, furnish particulars:</i>		

**CERTIFICATION**

I, the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer	Signature	Date	Position



## T2.1.6 \_CERTIFICATION OF INDEPENDENT BID DETERMINATION (SBD 9)

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;



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- (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....

Signature

.....

ID Number (of person authorised to sign on behalf of the tenderer)

Date

.....



**T2.1.7 \_ ORIGINAL CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures or ID documents to the page provided at the end of this form.

<b>(I) COMPANY</b>	<b>(II) CLOSE CORPORATION</b>	<b>(III) PARTNERSHIP</b>	<b>(IV) JOINT VENTURE</b>	<b>(V) SOLE PROPRIETOR</b>

**(I) CERTIFICATE FOR COMPANY**

I, ....., Id number ..... chairperson of the Board of Directors of ..... hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ..... acting in the capacity of ....., was authorized to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it, on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.

2. .... **Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....

hereby authorize Mr/Ms ....., acting in the capacity of .....

to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No.....			
ID No.....			
ID No.....			
ID No.....			

**Note :** *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

**(III). CERTIFICATE FOR PARTNERSHIP**



We, the undersigned, being the key partners in the business trading as, .....  
 hereby authorize Mr/Ms .....acting in the capacity of, to sign all  
 documents in connection with the tender for Contract No ..... and any contract  
 resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ..... authorized signatory of the company, ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No ..... and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	CIDB REGISTRATION NO	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner			

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**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

Signature of Sole owner: .....

As Witnesses:

1. ....

2. ....

Date: .....

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**T2.1.8 \_CIDB REGISTRATION CERTIFICATE WITH GRADING 8 OR HIGHER IN CLASS EB (ELECTRICAL BUILDING) OR SQ (STEEL SECURITY FENCING OR PRECAST CONCRETE)**

***Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.***

***NOTE: The CIDB can be contacted or visited on [www.cidb.org.za](http://www.cidb.org.za) for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for you information.***

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### **T2.1.9 \_SUBMISSION OF NOTARISED JOINT VENTURE OR CONSORTIUM AGREEMENT BETWEEN PARTIES (IF APPLICABLE)**

***Attached hereto is our duly signed Joint Venture Agreement by the commissioner of oath and all parties involved. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process and as such, the bid will be disqualified.***

*Tenderers tendering as joint ventures / consortiums are required to submit an original consolidated B-BBEE certificate issued by SANAS accredited verification agency or by the Company and Intellectual Property Commission (CIPC)*

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#### **T2.1.10 \_CONTRACTOR'S CERTIFIED COPY OF REGISTRATION OF INCORPORATION OR COMPANY REGISTRATION DOCUMENTS**

***Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed and as such, the bid will be disqualified***

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**T2.1.11 \_VALID LETTER OF GOOD STANDING WITH COMPENSATION FOR OCCUPATIONAL AND INJURIES DISEASE ACT (COIDA) REGISTRATION CERTIFICATE OR FEMA CERTIFICATE NUMBER**

***Attached hereto is my / our certified copy of a letter of good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA, and therefore, the bid will be disqualified.***



**T2.1.12 \_ ACKNOWLEDGEMENT OF ADDENDA TO THE TENDER DOCUMENT**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		

Attach additional pages if more space is required.

Signed ..... Date .....

Name .....

ID number ..... Position .....

Tenderer .....



### T2.1.13 \_ CONFIDENTIALITY DECLARATION

The contractor acknowledges that confidential information have been and will be provided to the contractor and that each item of confidential information shall be governed by the terms of this agreement. The contractor, including its management and staff, must before commencement of the contract, sign a non-disclosure agreement regarding confidential information and will be required to complete a security clearance for each resource participating on this project.

1. For the purposes of this agreement "confidential information" means:

- 1.1 Unless specified in writing to the contrary by the contracting authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies of drawings, site layouts thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the contracting authority, the supply of goods under the contract and all and any information supplied or made available to the contractor (to include employees, agents, subcontractors and other suppliers) for the purposes of the contract(s); and
- 1.2 Any and all information which has been derived or obtained from information described in sub-paragraph 1.1

2. Save as may be required by law, the contractor agrees in respect of the confidential information:

- 2.1 To treat such confidential information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 2.2 Not, without the prior written consent of the contracting authority, to communicate or disclose any part of such confidential information to any person except:
  - i To those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
  - ii To the contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the confidential information in connection with the business of the contractor provided always that the contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the confidential information and that they owe a duty of confidence to the contracting authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this agreement.

3. The contractor undertakes:

- 3.1 To comply with all directions of the contracting authority with regard to the use and application of all and any confidential information or data.
- 3.2 To comply with all directions as to local security arrangements deemed reasonably necessary by the contracting authority including, if required, completion of documentation under the relevant authority and comply with any vetting requirements of the contracting authority including by police authorities;
- 3.3 Upon termination of the contract for whatever reason to furnish to the contracting authority all confidential information or at the written direction of the contracting authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the contracting authority) confidential information in its possession and shall erase any confidential information held by the contractor in electronic form. the contractor will upon request furnish a certificate to that effect should the contracting authority so request in writing. for the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and
- 3.4 To comply with the requirements of data protection law and such guidelines as may be issued by the data protection commissioner from time to time.



- 4. The contractor shall not obtain any proprietary interest or any other interest whatsoever in the confidential information furnished to him by the contracting authority and the contractor so acknowledges and confirms.
- 5. The contractor shall, in the performance of the contract, access only such hardware, software, infrastructure, or any part of the databases, data or ict system(s) of the contracting authority as may be necessary for the purposes of the project (and obligations thereunder or arising therefrom) and only as directed by the contracting authority and in the manner agreed in writing between the parties.
- 6. The contractor agrees that this agreement will continue in force notwithstanding any court order relating to the project or termination of the contract (if awarded) for any reason.
- 7. The contractor agrees that this agreement shall in all aspects be governed by and construed in accordance with the laws of south Africa and the contractor hereby further agrees that the courts of south Africa have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this agreement.

**\*Please note that this is a compulsory returnable document**

**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Full Name of bidder or his or her representative:

\_\_\_\_\_

Identity Number:

\_\_\_\_\_

Position occupied in the Company (director, shareholder etc.):

\_\_\_\_\_

Company Registration Number:

\_\_\_\_\_

Tax Reference Number:

\_\_\_\_\_

VAT Registration Number:

\_\_\_\_\_

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#### **T2.1.14\_ PSIRA \_ PROOF OF REGISTRATION OF THE TENDERING ENTITY WITH PSIRA**

THE BIDDERS SHOULD PROVIDE PROOF OF REGISTRATION WITH PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA), CERTIFIED COPY TO BE ATTACHED (IN CASE OF A JOINT VENTURE, THE LEAD MEMBER MUST PROVIDE A CERTIFIED COPY OF PROOF OF REGISTRATION)

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**T2.1.15 \_ SACPCMP REGISTRATION OF CONSTRUCTION PROJECT MANAGER OR SITE AGENT (For CIDB Grade 7 – 9)**

***Attached hereto is a certified SACPCMP registration certificate of our Construction Manager or Site Agent for this project. Your failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company does not have a registered professional to manage this project, and therefore, the bid will be disqualified.***

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#### T2.1.17 \_ ORIGINAL CERTIFIED COPY OF THE B-BBEE CERTIFICATE

***Attached hereto is my / our original or original certified copy of my / our B-BBEE Certificate issued by a verification agency accredited by SANAS or by the Company and Intellectual Property Commission (CIPC). My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.***

#### ***Note to the bidders***

***Bidders that are Joint Ventures or Consortia to submit a consolidated B-BBEE certificate***

Sworn Affidavit in cases' of EMEs and only those QSEs which are at least 51% Black-owned as prescribed in terms of B-BBEE Codes of Good Practice and in a format provided by the Department of Trade & Industry.

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**T2.1.18 \_ EVALUATION SCHEDULE: COMPETENCY, RELEVANT PROJECT EXPERIENCE AND RESOURCE CAPACITY FOR PROJECTS COMPLETED IN THE PAST 10 YEARS**

Points are allocated for previous relevant experience on project of similar kind and complexity. The similarity refers to projects relating to repair, upgrade, new installation, and maintenance of integrated security systems; where minority of the works relate to building works, in the past 10 years.

In support tenderers are to complete the “Relevant Experience in Similar projects” returnable schedule and attach thereto original certified copies of relevant completion certificates, final completion; or letter from the client (client letter head) confirming completion of such a project). Refer to Tender Data F.3.11.9

PROJECT NAME	BRIEF PROJECT DESCRIPTION (New, Renovation, Repair and/or Maintenance)	PROJECT VALUE (Incl VAT)	ORIGINAL CONTRACT PERIOD (Months)	START DATE	ACTUAL COMPLETION DATE
A.					
B.					
C.					

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**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



ENGINEER



CONSULTING ENGINEERS • PROJECT MANAGERS

PROJECT NAME	BRIEF PROJECT DESCRIPTION (New, Renovation, Repair and/or Maintenance)	PROJECT VALUE (Incl VAT)	ORIGINAL CONTRACT PERIOD (Months)	START DATE	ACTUAL COMPLETION DATE
D.					
E.					
F.					

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**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

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ENGINEER



CONSULTING ENGINEERS • PROJECT MANAGERS

PROJECT NAME	BRIEF PROJECT DESCRIPTION (New, Renovation, Repair and/or Maintenance)	PROJECT VALUE (Incl VAT)	ORIGINAL CONTRACT PERIOD (Months)	START DATE	ACTUAL COMPLETION DATE
G.					
H.					
I.					

USER CLIENT



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

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PROJECT NAME	BRIEF PROJECT DESCRIPTION (New, Renovation, Repair and/or Maintenance)	PROJECT VALUE (Incl VAT)	ORIGINAL CONTRACT PERIOD (Months)	START DATE	ACTUAL COMPLETION DATE
J.					
K.					



**T2.1.19 A \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule. Unsigned forms by the client will score zero points.

**REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER EVALUATION PURPOSES**

The following are to be **completed by the Client and Principal Agent/ Engineer** and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT A:**

**Principal Agent/ Engineer:**.....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:**.....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Project management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

**Principal Agent/ Engineer Firm:**.....

**Telephone:**.....

**PA Signature:** .....

**Date:**.....

Stamp

**Client Signature:** .....

**Date:**.....



**T2.1.19 B \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule. Unsigned forms by the client will score zero points.

**REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER EVALUATION PURPOSES**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT B:**

Principal Agent/ Engineer:.....

Client: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: .....

Actual Contract Duration:.....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Project management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent/ Engineer Firm:.....

Telephone:.....

PA Signature: .....

Date:.....

Client Signature: .....

Date:.....





**T2.1.19 C \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT C:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:**.....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

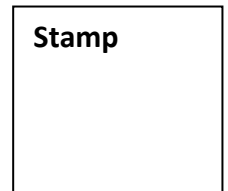
.....  
.....

**Principal Agent/ Engineer Firm:**.....

**PA Tel No.:**..... **Client's Tel. No.** .....

**PA Signature:**..... **Date:**.....

**Client Signature:**..... **Date:**.....





**T2.1.19 D \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT D:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
.....

**Principal Agent/ Engineer Firm:** .....

**PA Tel No.:**..... **Client's Tel. No.** .....

**PA Signature:**..... **Date:**.....

**Client Signature:**..... **Date:**.....





**T2.1.19 E \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT E:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
.....

**Principal Agent Firm/ Engineer:** .....

**PA Tel No.:**..... **Client's Tel. No.** .....

**PA Signature:** ..... **Date:**.....

**Client Signature:** ..... **Date:**.....





**T2.1.19 F \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT F:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

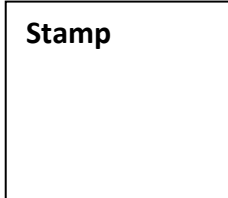
.....  
.....

**Principal Agent Firm/ Engineer:** .....

**PA Tel No.:** ..... **Client's Tel. No.** .....

**PA Signature:** ..... **Date:** .....

**Client Signature:** ..... **Date:** .....





**T2.1.19 G \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT G:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

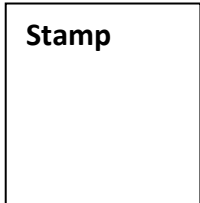
.....  
.....

**Principal Agent Firm/ Engineer:** .....

**PA Tel No.:** ..... **Client's Tel. No.** .....

**PA Signature:** ..... **Date:** .....

**Client Signature:** ..... **Date:** .....





**T2.1.19 H \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT H:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

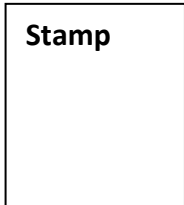
.....  
.....

**Principal Agent Firm/ Engineer:** .....

**PA Tel No.:** ..... **Client's Tel. No.** .....

**PA Signature:** ..... **Date:** .....

**Client Signature:** ..... **Date:** .....





**T2.1.19 I \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT I:**

Principal agent/ Engineer: .....

Client: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: .....

Actual Contract Duration: .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

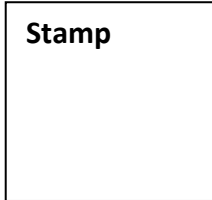
.....  
.....

Principal Agent Firm/ Engineer: .....

PA Tel No.: ..... Client's Tel. No. ....

PA Signature: ..... Date: .....

Client Signature: ..... Date: .....





**T2.1.19 J\_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT J:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

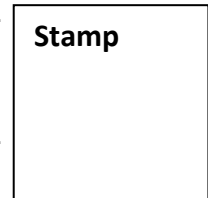
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.....

**Principal Agent Firm/ Engineer:** .....

**PA Tel No.:** ..... **Client's Tel. No.** .....

**PA Signature:** ..... **Date:** .....

**Client Signature:** ..... **Date:** .....





**T2.1.19 K \_ STAMPED CLIENT REFERENCE FORMS WITH SCORING (FOR T2.1.18 PROJECTS)**

The following are to be completed by the Client and Principal Agent/ Engineer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT K:**

**Principal agent/ Engineer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Main scope of works on the project:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
.....

**Principal Agent Firm/ Engineer:** .....

**PA Tel No.:** ..... **Client's Tel. No.** .....

**PA Signature:** ..... **Date:** .....

**Client Signature:** ..... **Date:** .....





**T2.1.20 \_ EVALUATION SCHEDULE: DEMONSTRATED EXPERIENCE, COMPETENCIES AND CAPACITY OF THE TENDERING ENTITY'S KEY STAFF IN RELATION TO THE SCOPE OF WORK**

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be hired for the project.

KEY PROJECT STAFF	YEARS OF EXPERIENCE				
	10 Years or more	8 - 9 Years	6 – 7 Years	5 Years	4 Years
<b>Construction Project Manager</b>  <b>SACPCMP Professionally Registered</b> <input type="checkbox"/> Y <input type="checkbox"/> N					
<b>Main Foreman</b>					
<b>Registered Electrician</b>					
<b>Certified Systems Engineer</b>					
<b>Certified Networking Engineer</b>					

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae and certified copies of qualifications of each individual.

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

USER CLIENT



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



ENGINEER



#### T2.1.20 \_ EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL

***(Comprehensive CVs, certified copies of qualifications and registration certificates are required for Key personnel provided in section T2.1.19A and T2.1.19B. Construction Project Manager, Lead Foreman, Installation Electrician with wireman's licence, Certified Systems Engineer, Certified Networking Engineer)***



**T2.1.20.1 \_ CV FOR CONTRACTOR CONSTRUCTION PROJECT MANAGER**

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

COPY OF SACPCMP REGISTRATION OF CONSTRUCTION PROJECT MANAGER OR SITE AGENT (For CIDB Grade 7 – 9)

- Attached hereto is a certified SACPCMP registration certificate of our Construction Manager or Site Agent for this project.

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBENT'S IDENTITY NUMBER



**T2.1.20.2\_ EVALUATION SCHEDULE: CV FOR LEAD FOREMAN**

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBENT'S IDENTITY NUMBER



**T2.1.20.3 EVALUATION SCHEDULE: CV FOR INSTALLATION ELECTRICIAN WITH WIREMAN'S LICENCE**

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBENT'S IDENTITY NUMBER



**T2.1.20.4 EVALUATION SCHEDULE: CV FOR CERTIFIED SYSTEMS ENGINEER**

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
 SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....  
 DATE

.....  
 INCUMBENT'S IDENTITY NUMBER



**T2.1.20.5\_ EVALUATION SCHEDULE: CV FOR CERTIFIED NETWORKING ENGINEER**

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
.....		
.....		
.....		
.....		
.....		
<b><u>Experience Record Pertinent to Required Service:</u></b>		
.....		
.....		
.....		
.....		
.....		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBENT'S IDENTITY NUMBER

USER CLIENT



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



ENGINEER



### T2.1.21\_ HEALTH AND SAFETY OFFICER

Attached hereto are my / our health and safety officer curriculum vitae.

Letter of undertaking from a Qualified and professionally registered OHS Consultant and a certified copy of professional registration with SACPCMP.

**(PLEASE ATTACH)**

**USER CLIENT**



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

**EMPLOYER**



**ENGINEER**



## **T2.1.22\_ORGANOGRAM OF KEY PERSONNEL TO BE ENGAGED ON THE PROJECT**

Attached hereto the project specific organogram demonstrating the key personnel for all the sub-systems as described in the Contract Data.

**(PLEASE ATTACH)**

USER CLIENT



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



ENGINEER



### **T2.1.23\_ PROOF OF FINANCIAL STANDING AND RATING**

Attached hereto are:

- Original bank report submitted on an original bank letter:
- Three (3) letters of credit references confirming remaining available credit limits from key material i.e. security Fencing, CCTV Equipment, Access control Equipment, IT & Networking Equipment, Fire Detection and Fire Suppression equipment, electrical equipment and materials
- Confirmation of bridging finance or financial facilities for 10% of the tendered value. The value of bridging finance available to the Tenderer to be clearly indicated on an original letterhead from a financial institution registered with the South African Financial Services Board.
- An original letter of intent from recognised surety provider

**(PLEASE ATTACH)**

**USER CLIENT**



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

**EMPLOYER**



Independent Development Trust

**ENGINEER**



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### **T2.1.24\_ PROOF OF CSD REGISTRATION**

Attached hereto is my / our Central Supplier Database (CSD) certified proof of registration details. My / our failure to submit the required proof with my / our tender document will lead to the conclusion that my / our company is not registered with on the CSD.



## T2.1.25 \_TAX CLEARANCE CERTIFICATE REQUIREMENTS (SBD2)

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

### IMPORTANT NOTES:

The following is an abstract from the Preferential Procurement Regulations 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

- "Tax clearance certificate
- No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."
- The ST 5.1 form: Application for Tax Clearance Certificate (in respect of tenders), must be completed by the tenderer in every detail and submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.
- Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate Tax Clearance Certificate.
- Failure to submit an original valid Tax Clearance Certificate will inevitably invalidate the tender.
- An example of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.



**T2.1.26 \_ AMENDMENTS AND QUALIFICATIONS**

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;**  
**(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.**

**(b) ALTERNATIVES (NOT APPLICABLE)**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.**



- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

***[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]***

SIGNATURE: ..... IDENTITY NUMBER: .....

*(of person authorised to sign on behalf of the Tenderer)*

DATE:.....

USER CLIENT



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



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## T2.1.27 \_ HEALTH AND SAFETY PLAN

Attached hereto are my / our health and safety plan, all in compliance with the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 from Department of Labour (DoL)

PLEASE ATTACH HERE

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# THE CONTRACT

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**ENGINEER**



## **PART C1: AGREEMENT AND CONTRACT DATA**



**C1.1 FORM OF OFFER AND ACCEPTANCE**

<b>Project title:</b>	Repair, Upgrade and/or New Installation of Integrated Security Systems and Maintenance at Malmesbury Medium B Correctional Centre, Western Cape
<b>Tender no:</b>	<b>DCS01WCAN-MALMESBURY-CON01</b>

**OFFER**

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

**REPAIR, UPGRADE AND/OR NEW INSTALLATION OF INTEGRATED SECURITY SYSTEMS AND MAINTENANCE AT MALMESBURY MEDIUM B CORRECTIONAL CENTRE, WESTERN CAPE**

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

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

**THE OFFERED TOTAL PRICE FOR THE REPAIR, UPGRADE AND/OR NEW INSTALLATION OF INTEGRATED SECURITY SYSTEMS AND MAINTENANCE AT MALMESBURY MEDIUM B CORRECTIONAL CENTRE, WESTERN CAPE INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	<b>R</b>

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

The Tenderer has satisfied himself or herself as to the correctness and validity of the tender; that the price(s) and rate(s) quoted cover all the services specified in the tender documents; that the price(s) and rate(s) cover all the Tenderer's obligations and he or she accepts that any mistakes regarding price(s) and rate(s) and calculations will be at the Tenderer's own risk.

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

Signature ..... Date .....

USER CLIENT



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

EMPLOYER



ENGINEER



Name ..... Identity number .....

Capacity .....

**for the tenderer**

(Name and .....  
address of .....  
organization) .....

Name and .....  
signature .....  
of witness .....

CIDB Registration number \_\_\_\_\_

**NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender Signatories** for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.



**Acceptance**

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and tender documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name ..... Identity number .....

Capacity .....

**for the Employer**  
Independent Development Trust  
Room 1404, 14th Floor, Customs House,  
Heerengracht Street,  
Foreshore,  
Cape Town, 8001

Name and signature .....  
of witness ..... Date .....



**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- .....
- 5 Subject .....
- Details .....
- .....
- .....
- .....

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

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

USER CLIENT



EMPLOYER



EMPLOYER'S AGENT



### C1.2\_ 30% LOCAL SUB-CONTRACTING OF EMS's & QSE's

**As stated in the GOVERNMENT GAZETTE, 20 JANUARY 2017, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

#### **9. Subcontracting as condition of tender**

- (1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.**
- (2) If an organ of state applies subcontracting as contemplated in sub-regulation**
  - (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-**
    - (a) an EME or QSE;**

I/We hereby notify you that it is my/our intention to employ the following domestic sub-contractors, with a maximum of a grade \_\_\_\_\_(BBBEE Level) for the work in this contract, who will perform a minimum of **30%** of the value of work as per condition above, but limited to a maximum of **40%** of the value of the work. 30% of the contract value excluding the contingencies and operational damage amounts.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

<b>Names of Proposed Subcontractors</b>	<b>Addresses of Proposed Subcontractors</b>	<b>CIDB Grading</b>	<b>BBBEE Level</b>	<b>Trade of Work to be Executed by Subcontractor</b>	<b>Value (Incl Tax) of Work to be Executed by Subcontractor</b>	<b>% of Work to be Executed by Subcontractor</b>
1.						
2.						
3.						
4.						

USER CLIENT

EMPLOYER

EMPLOYER'S AGENT



Names of Proposed Subcontractors	Addresses of Proposed Subcontractors	CIDB Grading	BBBEE Level	Trade of Work to be Executed by Subcontractor	Value (Incl Tax) of Work to be Executed by Subcontractor	% of Work to be Executed by Subcontractor
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
<b>Total to be subcontracted in compliances with 30% LOCAL SUB-CONTRACTING OF EMS's &amp; QSE's</b>						

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer) DATE:.....



**C1.2A \_ SCHEDULE OF PROPOSED SUBCONTRACTORS**

**Project title:** Repair, Upgrade and/or New Installation Of Integrated Security Systems And Maintenance at Mdantsane Correctional Facility, Eastern Cape  
**Tender no:** DCS01ECAN-MDANTSANE-CON01

The bidder should declare at tender stage, the details if the proposed subcontractors that will be directly appointed by the main contractor considering the professional approval by the engineer. Provide details in table below.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
1			
2			
3			
4			
5			
6			
7			
8			

<b>Name of Bidder:</b>	
------------------------	--

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>



**C1.3 \_ SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT**

<b>Project title:</b>	Repair, Upgrade and/or New Installation of Integrated Security Systems and Maintenance at Malmesbury Medium B Correctional Centre, Western Cape
<b>Tender no:</b>	<b>DCS01WCAN-MALMESBURY-CON01</b>

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

**The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only.** Copies of the supplier’s quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Employer / Employer’s Agent within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor’s profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

**FORMULA:**

The net amount to be added to or deducted from the contract sum:

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier’s quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



## C1.4 CONTRACT DATA

### CONTRACT DATA - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

<b>Project title:</b>	REPAIR, UPGRADE AND/OR NEW INSTALLATION OF INTEGRATED SECURITY SYSTEMS AND MAINTENANCE AT MALMESBURY MEDIUM B CORRECTIONAL CENTRE, WESTERN CAPE
<b>Tender no:</b>	DCS01WCAN-MALMESBURY-CON01

	<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>
	<b>CONDITIONS OF CONTRACT</b>
	The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>

<b>CONTRACT SPECIFIC DATA</b>	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:	
<b>CLAUSES</b>	<b>COMPULSORY DATA</b>
	Replace Clause 1.1.1.3 with Clauses 1.1.1.3.1, 1.1.1.3.2 and 1.1.1.3.3
1.1.1.3	Certificates of Completion Certificates of Completion shall be issued by the Engineer stating the date on which completion of the Project (which is also referred to as Installation for this Project), Sub-Installation or Section was achieved.
1.1.1.3.1	“Certificate of Completion for the Installation” means the certificate issued by the Engineer stating the date on which completion of the Installation was achieved and is determined by the effective date of the Certificate of Sectional Completion issued last within the Installation.
1.1.1.3.2	“Certificate of Sectional Completion” means the certificate issued by the Engineer stating the date on which completion of a Section of an Installation was achieved. The date is determined by the date of the last issued Certificate of Sectional Completion for a Sub-Installation or part thereof within the Section.
1.1.1.3.3	“Certificate of Completion for Maintenance” means the certificate issued by the Engineer stating the effective date on which completion of the 36-Month Fixed Term Maintenance was achieved.
1.1.1.8	Replace Clause 1.1.1.8: “Contract Data” means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. This will also include any addition to, departure from or amendments to the General Conditions of Contract as set out in the Contract Data forming part of the Tender Documents.
1.1.1.13	Replace Clause 1.1.1.13 as follows:



	<p><b>Defects Liability</b></p> <p>“Defects Liability Period” means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificate of Sectional Completion, during which the Contractor has both the right and obligation to make good defects in the materials, equipment and workmanship covered by the Contract.</p> <p>The Contractor shall guarantee the complete installation during the Defects Liability Period(s).</p> <p>The Contractor shall make good, at his cost, and within such period as the Employer or Engineer may stipulate, any defects in the Works arising from defective design, equipment, materials or workmanship, or from any act or omission of the Contractor that may develop under proper use during the Defects Liability Period(s). Tenderers shall price for monthly Maintenance during Defects Liability Period separately.</p> <p>If during the said period the installation is not in working order for any reason for which the Contractor can be held responsible, or if the installation develops defects, the Contractor shall immediately upon being notified take steps to remedy the defects or faults and restore to working order.</p> <p>Should breakdowns be frequent, or should the Installation otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Engineer or the Employer’s Representative, at his own expense replace the whole installation or such parts as the Engineer or the Employer’s Representative may deem necessary.</p>
1.1.1.13.1	<p>Insert the definition of “Defects Liability Period prior to Completion of an Installation” as Clause 1.1.1.13.1:</p> <p>“Defects Liability Period prior to Completion of an Installation” means the period commencing on the date indicated on the Sectional Completion Certificate or date of operational usage up to the date of Certificate of Completion for the Installation, during which the Contractor has both the right and the obligation to make good defects in the materials, equipment and workmanship covered by the Contract. Defects Liability Period prior to Completion of an Installation shall be remunerated on a monthly basis.</p>
1.1.1.13.2	<p>Defects Liability Period after issuance of Certificate of Completion for an Installation shall be: <b>12 months</b></p> <p>Defects Liability Period for a completed Section shall vary, commencing from the effective date of the Certificate of Sectional Completion to the effective date of the Certificate of Completion of the Installation.</p> <p>Defects Liability Period for the 36-months Fixed Term Maintenance work shall be: <b>3 months</b></p>
1.1.1.15	<p>The name of the Employer is:</p> <p><b>The Independent Development Trust (IDT)</b> on behalf of the Department of Correctional Services (DCS)</p>
1.1.1.16	<p>The name of the Engineer is:</p> <p><b>Tsepa Consulting Pty (Ltd)</b></p>
1.1.1.24	Delete Clause 1.1.1.24
1.1.1.26	The Pricing Strategy is a: <b>Re-measurement Contract.</b>
1.1.1.28	<p>Replace clause 1.1.1.28 as follows:</p> <p>“Scope of Works” means the section(s) of the Tender/Bid document that specifies and describes the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out</p>



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1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant on/delivered to site and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Project" as Clause 1.1.1.36: "Project" means the Repair, Upgrade and/or New Installation of Integrated Security Systems and Maintenance works to be undertaken at Malmesbury Medium B Correctional Centre.
1.1.1.37	Insert the definition of "Installation" as Clause 1.1.1.37: "Installation" for this "Project" shall mean the Repair, Upgrade and/or New Installation of Integrated Security Systems and Maintenance works to be undertaken at Malmesbury Medium B Correctional Centre. (Any reference to the word "Installation" herein and/or in any other documentation shall be construed to have the same meaning as the word "Project".)
1.1.1.38	Insert the definition of "Sub-Installation" as Clause 1.1.1.38: "Sub-Installation" means a portion of an Installation as detailed in the Project Specification within the Scope of Works and Clause 1.1.1.14.
1.1.1.39	Insert the definition of "Section" as Clause 1.1.1.39: A "Section" means a portion of an Installation, Sub-Installation as a whole or in part, a building or a cluster of buildings. Sections will be defined and agreed upon with the Contractor after Letter of Acceptance is signed.
1.1.1.40	Insert the definition of "Practical Completion" as Clause 1.1.1.40: "Practical Completion" means that the Works for a Project or Installation or Sub-Installation has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
1.1.1.41	Insert the definition of "Partial Practical Completion" as Clause 1.1.1.41: "Partial Practical Completion" means the works for a Section, Sub-Installation or a portion thereof, has reached a state of readiness, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
1.1.1.42	Insert the definition of "Sectional Completion" as Clause 1.1.1.42: "Sectional Completion" means Completion of a Section has reached a state of readiness, and occupation without danger or undue inconvenience to the Employer, with all snags outstanding listed at Partial Practical Completion completed, as certified by the Engineer.
1.1.1.43	Insert the definition of "Fatal breakdown" as Clause 1.1.1.43: "Fatal breakdown" shall be defined as a breakdown that requires immediate repair work to eliminate imminent hazards to life, health and safety, to prevent disruption of an essential activity/service, to restore security or to prevent imminent damage to equipment or property.
1.1.1.44	Insert the definition of "Emergency maintenance repairs" as Clause 1.1.1.44: "Emergency maintenance repairs" shall imply any work required to correct unsafe conditions which are not severe enough to be classified as immediate response repairs. Emergency maintenance repairs for the Modular Containerised Data Centre (MCDC) shall be completed within 24 hours of



	logging with the Contractor. All other emergency repair works shall be done within 48hrs of logging with the Contractor.
1.1.1.45	<p>Insert the definition of “Ordinary maintenance repairs” as Clause 1.1.1.45:</p> <p>“Ordinary maintenance repairs” means all maintenance work required other than emergency maintenance repairs. Ordinary maintenance repairs should be completed within 72hrs of logging with the Contractor.</p>
1.1.1.46	<p>Insert the definition of “Maintenance control plan” as Clause 1.1.1.46:</p> <p>“Maintenance control plan” means the system which the Contractor shall introduce to ensure that preventative, corrective and breakdown maintenance are performed as described in the Operating and Maintenance Manual and in the Specifications within the Scope of Works and other applicable Specifications.</p>
1.1.1.47	<p>Insert the definition of “Routine preventative maintenance” as Clause 1.1.1.47:</p> <p>“Routine preventative maintenance” entails the rendering of services according to a predetermined maintenance control plan to:</p> <ul style="list-style-type: none"> <li>• replace components of equipment, units or parts of the infrastructure periodically regardless of condition;</li> <li>• readjust, reset, clean, corrosion protect all installations; and</li> <li>• all implied actions to maintain installations in their present functional and operational state.</li> </ul>
1.1.1.48	<p>Insert the definition of “Corrective maintenance” as Clause 1.1.1.48:</p> <p>“Corrective maintenance” entails regular observation of the equipment, identifying pending breakdowns, maladjustment or anomalies of equipment, units or parts of the infrastructure and subsequent action to restore installations to the functional and operational state considered as normal for the installations.</p>
1.1.1.49	<p>Insert the definition of “Breakdown maintenance” as Clause 1.1.1.49:</p> <p>“Breakdown maintenance” entails repair and/or replacement of defective equipment, units or parts of the infrastructure following a breakdown and subsequent action to restore installations to their normal functional and operational state.”</p>
1.1.1.50	<p>Insert the definition of “Operational Damage” as Clause 1.1.1.50:</p> <p>“Operational Damage” entails any damage caused on purpose, by accident or through negligence by the User Client’s employees, inmates (where applicable), suppliers, subcontractors, etc for any reason whatsoever.</p>
1.1.1.51	<p>Insert the definition of “Maximum down-time” as Clause 1.1.1.51:</p> <p>“Maximum down-time” shall mean the period of time allowed to repair a breakdown, starting from the time the Contractor is notified.</p>
1.1.1.52	<p>Insert the definition of “Actual down-time” as Clause 1.1.1.52:</p> <p>“Actual down-time” shall mean the measured period from the instant when the breakdown was logged with the Contractor until the installation has been repaired to its functional specification as certified by the Engineer.</p>
1.1.1.53	<p>Insert the definition of “Access Certificate” as Clause 1.1.1.53:</p> <p>An “Access Certificate” means the certificate issued by the Engineer stating the date on which access to a Sub-Installation was granted. The time for completion for a Sub-Installation will be calculated from the date on which the Access Certificate to a Sub-Installation was issued.</p>



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1.2.1.2	<p><b>Employer's address:</b></p> <p>Physical Address: <b>Glenwood Office Park Cnr Oberon &amp; Sprite Streets Faerie Glen Pretoria 0043</b></p> <p>Postal Address: <b>P O Box 73000 Pretoria 0043</b></p> <p>Facsimile: <b>012 348 0939</b></p> <p>Telephone: <b>012 845 2000</b></p>
	<p><b>Engineer's address:</b></p> <p>Physical Address: <b>Unit 10 368 Oak Avenue Ferndale Randburg 2194</b></p> <p>Postal Address: <b>P O Box 1609 Sundowner 2161</b></p> <p>Facsimile: <b>086 619 6634</b></p> <p>Telephone: <b>011 886 1468</b></p>
1.3.5	<p>Replace Clause 1.3.5 with the following:</p> <p>(a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled.</p> <p>(b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor.</p> <p>(c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> <p>(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the</p>



	<p>Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies.</p> <p>(e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.</p> <p>(f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
<p>3.1.3</p>	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> in respect of the following:</p> <p>(a) Appointment of nominated Sub-contractors – clause 4.4.3;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5;</p> <p>(c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(d) Suspension of the Works – clause 5.11.1;</p> <p>(e) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(f) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p>
	<p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (f) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (f), to the Engineer within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p><b>Clause 6.10.9 – Amend to read as follows:</b></p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p><b>Clause 10.1.5 – Amend to read as follows:</b></p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring</p>



	<p>specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate.</p> <p>5. Insert the following under 3.1.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word “Plant” to read as follows: Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word “Plant” to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer’s Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word “person”, as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>
4.8.2.2	<p>Amend Clause 4.8.2.2 to include “Employer” and “contractors”, as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)</p>
5.3.2	<p>The time to submit the documentation and get approval before commencement with Works execution is: <b>21 days</b>.</p>
5.14.1	<p>The Project shall be implemented according to the following phases:</p> <ul style="list-style-type: none"> <li>• Phase 1: Repair, upgrade and new installation work within 12 months</li> <li>• Phase 2: 12-Month Defects Liability Period with Maintenance</li> <li>• Phase 3: 36-Month Fixed Term maintenance work</li> </ul> <p><b>Phase 1: Repair, Upgrade and/or New Installation Work</b></p> <p>The durations for achieving Practical Completion for the Sub-Installations shall be calculated from the date when access to the Sub-Installation, or part thereof, is granted and shall be as follows:</p> <ul style="list-style-type: none"> <li>• Sub-Installation A1: CCTV Surveillance System – 10 months</li> <li>• Sub-Installation A2: Modular Containerised Data Centre (MCDC) and Hyper-Converged Infrastructure (HCI) – 10 months</li> <li>• Sub-Installation A3: Access Control System – 10 months</li> <li>• Sub-Installation A4: Cell phone Detection, Intercom and Public Address Systems – 10 months</li> </ul>



	<ul style="list-style-type: none"> <li>• Sub-Installation A5: Security Electrical Services – 10 months</li> <li>• Sub-Installation A6: Sally Port – 6 months</li> <li>• Sub-Installation A7: Dividing Fence System – 6 months</li> <li>• Sub-Installation A8: Outer and Inner Security Fencing Systems – 10 months</li> </ul> <p><b>The time for achieving Practical completion for the entire Phase 1 (Repair, Upgrade and/ or New Installation work) shall be 12 months calculated from the date of site hand over.</b></p> <p><b>Phase 2: 12-Month Defects Liability Period with Maintenance</b>              Duration will be calculated from the Completion Date of the Installation.</p> <p><b>Phase 3: 36-Month Fixed Term maintenance work</b>              Duration will be calculated from the end of the 12-month Defects Liability Period for the Installation.</p> <p>Certificate(s) of Practical Completion for any Sub-Installation or Section shall only be issued when all statutory certificates, guarantees, certificates of compliance, all documentation (including Operation &amp; Maintenance, Testing and Commissioning) has been received and accepted by the Engineer for the Sub-Installation or Section. The Engineer shall specify requirements for each portion of the Works.</p>
<p>5.4.2</p>	<p>Amend Clause 5.4.2 to read as:</p> <p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall <b>not be exclusive</b> to the Contractor. This is an operational facility and care shall be taken during planning and construction to ensure minimal or no disruption to the daily operations of the site. Comprehensive Risk and Change management plans to be developed by the Contractor and implemented in consultation with the Engineer and Employer.</p> <p>The Contractor shall note that the following limitations apply:</p> <ol style="list-style-type: none"> <li>a) The Site is regarded a National Key Point within which the Contractor shall have restricted access to Installations, or sections thereof. The Contractor shall be briefed on the restrictions to movement, servitudes, access control, occupied buildings, security requirements and security clearances.</li> <li>b) Due to operational constraints, access to Site shall be granted in sections or portions, as the Site is operational. Access to site for any Installation, Sub-Installation, Section or part thereof shall be given by the Engineer in writing after consultation and agreement with the Employer.</li> <li>c) Access shall be limited only to sections of the Installation where the works are being undertaken and access has been given by the Engineer in writing.</li> <li>d) The Employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties.</li> <li>e) Interruptions to access in areas where access has been granted prior and works are being undertaken due to identified security risk and unscheduled end user activities. The Engineer will inform the Contractor in writing, impact on the programme will be assessed and extension of time considered by the Engineer for a decision by the Employer.</li> <li>f) The Engineer or Employer may require provision of access for other parties (sub-contractors, departmental staff and other maintenance personnel) working at the same time and at the same Installation or section with the Contractor.</li> <li>g) The Contractor shall ensure that all personnel and subcontractors and visitors on the site have the necessary police and security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.</li> <li>h) Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.</li> </ol>



	i) The Contractor shall comply with the Employer's rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.
5.4.4	<p>Add Clause 5.4.4</p> <p>If and to the extent that the Employer's failure to grant access was caused by an error or delay by the Contractor, including an error in, or delay in the submission of, any of the applicable Contractor's Documents, the Contractor shall not be entitled to claim for an Extension of Time and/or compensation.</p>
5.4.5	<p>Add Clause 5.4.5</p> <p><b>Avoidance of Interference</b></p> <p>The Contractor shall not interfere unnecessarily or improperly with:</p> <ol style="list-style-type: none"> <li>the convenience of the public and End User staff; or</li> <li>the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others;</li> </ol> <p>except in areas where exclusive access has been granted.</p> <p>The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p>
5.4.6	<p>Add Clause 5.4.6</p> <p>The Contractor shall be deemed to have been satisfied, upon signing of acceptance letter, as to the suitability and availability of the access routes to the Site. The Contractor shall take all necessary measures to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's personnel. These measures shall include the proper use of appropriate vehicles (conforming to legal load and width limits (if any) and any other restrictions) and routes.</p> <p>Except as otherwise stated in these Conditions:</p> <ol style="list-style-type: none"> <li>the Contractor shall be responsible for the repair of any damage caused to, and any maintenance which may be required for the Contractor's use of, access routes;</li> <li>the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permissions or permits which may be required from the relevant authorities, for the Contractor's use of routes, signs and directions;</li> <li>the Employer shall not be responsible for any third-party claims which may arise from the Contractor's use or otherwise of any access route;</li> <li>the Employer does not guarantee the suitability or availability of particular access routes; and</li> <li>all Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</li> </ol>
5.4.7	<p>Add Clause 5.4.7</p> <p>The Contractor shall note that access to the different Sub-Installations and Sections may be given at different times and that portions of the Works on any Sub-Installation or Section can only commence after Access Certificate to the Sub-Installation or Section has been given by the Engineer in writing.</p>
5.8.1	<p><b>Amend and add to Clause 5.8.1</b></p> <p><b>Non-working times</b></p> <p>Non-working hours are from 15:00hrs or sunset of the current day to 07:00hrs or sunrise of the next day, whichever is earliest, on working days.</p> <p>Working hours shall be limited to 8 hours per day unless the Engineer's written permission is obtained.</p>



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	<p>The non-working days are: <b>Saturdays and Sundays</b></p> <p>The special non-working days during the Repair, Upgrade and/or New Installation Phase are:</p> <ol style="list-style-type: none"> <li>a. National Public Holidays</li> <li>b. The Builder's Holiday (Construction industry annual shutdown in December and January of every year)</li> </ol>																											
<p>5.8.3</p>	<p>Add clause 5.8.3:</p> <p>No work shall be executed on the Site on non-working days, or outside the normal working hours stated in the Contract Data, unless:</p> <ol style="list-style-type: none"> <li>a. Otherwise stated in the Contract;</li> <li>b. The Engineer gives consent; or</li> <li>c. The work is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately give a Notice to the Engineer with reasons and describing the work required.</li> </ol> <p>Non-working times will not apply to breakdowns where critical repairs need to be carried out immediately. The Engineer classify nature of breakdown and will not unnecessarily withhold permission where such repairs are required.</p>																											
<p>5.9.1</p>	<p>Amend Clause 5.9.1 as follows:</p> <p>On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>																											
<p>5.13.1</p>	<p><b>Penalties for failing to complete Works on time</b></p> <p>The penalties for failing to complete Sub-Installations of the Works on time shall be as follows:</p> <p><b>Installation: Malmesbury Medium B Correctional Centre:</b></p> <table border="1" data-bbox="360 1279 1522 1659"> <thead> <tr> <th>Item</th> <th>Sub-Installation</th> <th>Penalty (R/day)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Sub-Installation 1: CCTV Surveillance System</td> <td>1 800,00</td> </tr> <tr> <td>2</td> <td>Sub-Installation 2: Modular Containerised Data Centre (MCDC) and Hyper-Converged Infrastructure (HCI)</td> <td>8 000,00</td> </tr> <tr> <td>3</td> <td>Sub-Installation 3: Access Control System</td> <td>570,00</td> </tr> <tr> <td>4</td> <td>Sub-Installation 4: Cell phone Detection, Intercom and Public Address Systems</td> <td>1 450,00</td> </tr> <tr> <td>5</td> <td>Sub-Installation 5: Security Electrical Services</td> <td>810,00</td> </tr> <tr> <td>6</td> <td>Sub-Installation 6: Sally Port and Guard House</td> <td>5 900,00</td> </tr> <tr> <td>7</td> <td>Sub-Installation 7: Dividing Fence System</td> <td>2 950,00</td> </tr> <tr> <td>8</td> <td>Sub-Installation 8: Outer and Inner Security Fencing Systems</td> <td>8 100,00</td> </tr> </tbody> </table> <p>The penalty of failing to complete portions/sections of a Sub-Installation shall be a pro-rata of the tendered value of the works of the Sub-Installation within the Section with respect to the value of works of the entire Sub-Installation.</p> <p>The penalty for failing to complete the whole of the Repair, Upgrade and/or New Installation of Integrated Security Systems works for the Installation (Malmesbury Medium B Correctional Centre) is: <b>R29 580,00 per day</b>.</p>	Item	Sub-Installation	Penalty (R/day)	1	Sub-Installation 1: CCTV Surveillance System	1 800,00	2	Sub-Installation 2: Modular Containerised Data Centre (MCDC) and Hyper-Converged Infrastructure (HCI)	8 000,00	3	Sub-Installation 3: Access Control System	570,00	4	Sub-Installation 4: Cell phone Detection, Intercom and Public Address Systems	1 450,00	5	Sub-Installation 5: Security Electrical Services	810,00	6	Sub-Installation 6: Sally Port and Guard House	5 900,00	7	Sub-Installation 7: Dividing Fence System	2 950,00	8	Sub-Installation 8: Outer and Inner Security Fencing Systems	8 100,00
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<p>5.14.1</p>	<p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify</p>																											



	<p>the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 21<sup>st</sup> day after the Contractor requested the Certificate of Practical Completion from the Engineer.</p>
5.14.4	<p>Amend the Clause 5.14.4 as follows:</p> <p>As soon as the work referred to in the further list in terms of Clause 5.14.2 has been duly completed for all Installations of a particular Project, the Engineer shall deliver to the Contractor and the Employer a Certificate of Completion for the Project.</p>
5.14.8	<p>Add Clause 5.14.8 as follows:</p> <p>The following activities, certificates of compliance and documentation shall be required (excluding others that may be required by the local/national authority) from the Contractor to achieve Practical Completion:</p> <ol style="list-style-type: none"> <li>i. <b>General</b> <ul style="list-style-type: none"> <li>• Training of end users on equipment, etc.</li> <li>• Maintenance and Operational manuals</li> <li>• All applicable guarantees.</li> </ul> </li> <li>ii. <b>Building</b> <ul style="list-style-type: none"> <li>• Certificate from Contractor that all aspects of the Construction Regulations have been complied with.</li> <li>• Certificate from the contractor that the National Building Regulations have been complied with</li> <li>• Occupation Certificate</li> <li>• Occupational Health and Safety certificate</li> <li>• Plumbing and drainage certificate of compliance</li> <li>• Glazing certificate of compliance</li> <li>• Galvanizing and painting guarantee.</li> <li>• Tiling certificate of compliance.</li> <li>• A waterproofing certificate of compliance.</li> </ul> </li> <li>iii. <b>Engineering</b> <ul style="list-style-type: none"> <li>• An electrical certificate of compliance</li> <li>• A Certificate of Compliance and Fire Clearance Certificate from Contractor and Fire Chief respectively.</li> <li>• All mechanical certificate of compliance.</li> <li>• All structural certificate of compliance.</li> <li>• A palisade certificate of compliance.</li> <li>• A smoke extraction certificate of compliance.</li> <li>• A fire signage certificate of compliance.</li> <li>• A generator guarantees.</li> <li>• Testing Commissioning reports</li> </ul> </li> </ol>
5.16.1	<p>Amend Clause 5.16.1 as follows:</p> <ol style="list-style-type: none"> <li>i. Replace the sentence “Such Final Approval Certificate shall be delivered by the Engineer as soon as practicable after the completion of the whole of the Works or of the expiration of the Defects Liability Period, whatever the case may be, or as soon thereafter as any works ordered during such period pursuant to Clauses 5.14.4, 7.7 and 7.8 shall have been completed in accordance with the Contract.”</li> </ol> <p>with “Such Final Approval Certificate shall be delivered by the Engineer as soon as practicable in the following instances:</p> <ul style="list-style-type: none"> <li>• <b>Final Approval Certificate for Repair, Upgrade and/ or New Installation Work:</b> After the expiration of the 12-Month Defects Liability Period for the Installation;</li> </ul>



	<ul style="list-style-type: none"> <li>• <b>Final Approval Certificate for the 36-Month Fixed Term Maintenance:</b> After the expiration of the 3-Month Defects Liability Period for Maintenance Work commencing at the end of the 36-Month Fixed Term Maintenance Period for the Installation;</li> <li>• <b>Final Approval Certificate for the Project:</b> After the issuance of the Final Approval Certificate of the 36-Month Fixed Term Maintenance for the Installation;</li> <li>• Or as soon thereafter as any works ordered during such period pursuant to Clauses 5.14.4, 7.7 and 7.8 shall have been completed in accordance with the Contract.”</li> </ul> <p>ii. Delete the proviso in the third paragraph of this clause.</p>
5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.</p>
5.16.3	<p>The latent defect period for the Fence structure, Civil and Building Works: <b>10 years.</b></p> <p>The latent defect period for Electrical, Electronics and Mechanical Works: <b>5 years.</b></p>
6.2.1	<p>The type of security for the due performance of the repair, upgrade and/or new installation works of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p> <p>The security to be provided for the repair, upgrade and/or new installation works by the Contractor shall be one of the following:</p> <p>(a) Fixed performance guarantee of 10% of the awarded tender amount for repair, upgrade and/ or new installation works (excl. VAT) <input type="checkbox"/> <b>YES</b> or <input type="checkbox"/> <b>NO</b></p> <p>(b) Fixed performance guarantee of 5% of the awarded tender amount for repair, upgrade and/ or new installation works plus retention of 5 % of the awarded tender amount for repair, upgrade and/ or new installation works (excl. VAT) <input type="checkbox"/> <b>YES</b> or <input type="checkbox"/> <b>NO</b></p> <p><b>Note that the above-mentioned awarded tender amount includes allowance for contingencies, operational damage and Contract Price Adjustment.</b></p> <p>The security for the due performance of all maintenance works shall be retention of 10% of the awarded tender amount of Maintenance Works (excl. VAT) (i.e. 10% shall be deducted from the certified payment amounts for maintenance due to the Contractor).</p> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1999 (Act 5 of 1999) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>The Contractor shall ensure that the Performance Guarantee provided remains valid and enforceable as required in terms of the Contract.</p>



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6.5.1.2.3	<p>The percentage allowance to cover overhead charges is: <b>33%, except on material cost where the percentage allowance is 10%.</b></p>
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable to this contract.</p> <p>The value of payment certificates is to be adjusted by a Contract Price Adjustment Factor.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are: a = 0.20 (Labour) b = 0.10 (Contractor's equipment) c = 0.60 (Material) d = 0.10 (Fuel)</p> <p>The Contract Price Adjustment Factor shall be calculated to six decimal places.</p> <p>The urban area nearest to the Project site is East London:</p> <p>The applicable industry for the Producer Price Index for materials is Electrical Engineering.</p> <p>The area for the Producer Price Index for fuel is East London. <i>(Select the area from Statistical News Release, P01421, Table 12.)</i></p> <p>Note: Contract Price Adjustment (CPA) will be applicable to all phases of this contract including Repair, Upgrade and/or New Installation, 12-month Detects Liability with Maintenance and 36-Month Fixed-Term Maintenance.</p> <p>The base month is December 2021. <i>(The month prior to the closing of the tender.)</i></p>
6.8.3	<p>Price adjustments for variations in the costs of special materials are not allowed.</p>
6.10.1.5	<p>Amend Clause 6.10.1.5:</p> <p>The value up to the percentage limit stated in the Contract Data of the Equipment, Plant and Materials referred to in Clause 6.9.1 not yet built into the Permanent works. <u>There will be no compensation for materials off site.</u></p> <p>The percentage advance on materials delivered to site and not yet built into the Permanent Works is: <b>85 %.</b></p>
6.10.3	<p>Where the Contractor selects Option (b) in Clause 6.2.1, the limit of retention money shall be 5% of the awarded tender amount for the repair, upgrade and/ or new installation works.</p> <p>The limit of retention money for Maintenance shall be 10% of the awarded tender amount for all Maintenance Works.</p>
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>Where the Contractor elects a security by means of a fixed guarantee of 5% of the awarded tender sum for the Repair, Upgrade and/ or New Installation works (excl. VAT) and a 5% retention of the awarded tender sum for the Repair, Upgrade and/ or New Installation works (excl. VAT), the fixed guarantee shall be refunded to the Contractor or returned to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) for Repair, Upgrade and/or New Installation shall become due</u></p>



	<p>and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate(s) for the Repair, Upgrade and/or New Installation.</p> <p><u>For all Maintenance Work, 10% retention shall apply.</u> 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion of Maintenance in terms of clause 5.14.4. The remaining 50% of the retention for Maintenance Work shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate for 36-Month Fixed Term Maintenance for the Installation.</p>
<p>7.9.1</p>	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
<p><b>7.10</b> 7.10.1  7.10.2  7.10.3  7.10.4  7.10.5      7.10.6</p>	<p><b>Add Clause 7.10:</b></p> <p><b>Maintenance During Defects Liability Period</b></p> <p>During the Defects Liability Period the Contractor shall undertake regular servicing and maintenance of all the Sub-Installations / equipment within the Installation in accordance with the maintenance control plan and the original equipment manufacturer's maintenance manuals.</p> <p>All service and maintenance works will be compensated according to tendered rates for maintenance during this period. Latent defects, poor workmanship or bad design will be rectified at the Contractor's own expense.</p> <p>Should the Contractor fail to hand over the Installation in good working order on the expiry of the Defects Liability Period, the Contractor shall be responsible for further monthly maintenance until final delivery is taken.</p> <p>If any defects are not remedied by the Contractor within the time stipulated by the Engineer, the Employer may proceed to do or cause to be done the work at the Contractor's risk and expense, without prejudice to any other rights which the Employer may have against the Contractor in respect of the failure of the Contractor to remedy such defects.</p> <p>Remuneration for monthly Maintenance for portions of the Installation which have achieved Sectional Completion shall be calculated as follows:</p> $MMS = \frac{CWS}{TWSI} \times TMSI$ <p><i>MMS = Monthly Maintenance amount for the portion of Sub-Installation in the particular Section</i>  <i>CWS = Certified Value of the completed works of the Sub-Installation within the Section</i>  <i>TWSI = Tendered amount for completing all works for the entire Sub-Installation</i>  <i>TMSI = Tendered Monthly Maintenance amount for the entire Sub-Installation.</i></p> <p>Where Sectional Completion has been achieved, the Section completed shall be under Defects Liability Period prior to Completion commencing from the date of Sectional Completion to the date of Completion for the Installation.</p> <p>Remuneration for Defects Liability Period prior to Completion of an Installation per month for portions of the Installation which have achieved Sectional Completion shall be calculated as follows:</p>



	$MDS = \frac{CWS}{TWSI} \times MDSI$ <p><i>MDS = Monthly Defects Liability amount for the portion of Sub-Installation in the particular Section</i>  <i>CWS = Certified Value of the completed works of the Sub-Installation within the Section</i>  <i>TWSI = Tendered amount for completing all works for the entire Sub-Installation</i>  <i>MDSI = Tendered Monthly Defects Liability amount for the entire Sub-Installation during Defects Liability Period prior to Completion of an Installation.</i></p>																		
<p>7.10.7</p>	<p><b>Maintenance Downtime</b></p> <p>After a breakdown has been logged and forwarded to the Contractor, the Contractor shall be expected to minimise the maintenance down-time until the system component(s) is fully operational to the satisfaction of the Engineer.</p> <p>Should the Contractor not respond within the maximum down-time, the Engineer or Employer may arrange, at the cost of the Contractor, for the necessary repair work to be done by others.</p> <p>The maximum maintenance down-time for breakdowns and associated payment reductions for exceeding the maintenance down-time for different types of breakdowns are given below:</p> <table border="1" data-bbox="392 965 1489 1350"> <thead> <tr> <th>REQUIRED MAINTENANCE</th> <th>MAXIMUM DOWNTIME ALLOWED</th> <th>PAYMENT REDUCTION IF EXCEEDED</th> </tr> </thead> <tbody> <tr> <td>Fatal breakdown</td> <td>Zero (immediate response)</td> <td>R3 300/hour</td> </tr> <tr> <td>Emergency Breakdown - General</td> <td>48 hours</td> <td>R2 500/day</td> </tr> <tr> <td>Emergency Breakdown - MCDC</td> <td>24 hours</td> <td>R5 000/day</td> </tr> <tr> <td>Ordinary Breakdown</td> <td>3 days</td> <td>R1 000/day</td> </tr> <tr> <td>Operational damage repair</td> <td>3 days</td> <td>R1 000/day</td> </tr> </tbody> </table> <p>Should the Contractor not be able to complete the required remedial work within the maximum down-time period allowed, it shall be his responsibility to obtain extension of down-time from the Engineer. The written report shall clearly state the reasons for the extension, as well as the actual extension required.</p>	REQUIRED MAINTENANCE	MAXIMUM DOWNTIME ALLOWED	PAYMENT REDUCTION IF EXCEEDED	Fatal breakdown	Zero (immediate response)	R3 300/hour	Emergency Breakdown - General	48 hours	R2 500/day	Emergency Breakdown - MCDC	24 hours	R5 000/day	Ordinary Breakdown	3 days	R1 000/day	Operational damage repair	3 days	R1 000/day
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<p><b>7.11</b> 7.11.1  7.11.2  7.11.2.1  7.11.2.2  7.11.3</p>	<p><b>Warranties and Warranty Validity</b></p> <p>The Contractor shall warrant that all materials, equipment, plant and workmanship shall be of the highest standard and the equipment shall be installed in a practical, fit-for-purpose and functional manner in accordance with the best practices, standards and specifications, ready and complete for full operation.</p> <p>The Contractor shall ensure warranty validity for all equipment is at least up to the end of the 12-Month Defects Liability Period.</p> <p>Warranties for all equipment in the Modular Containerised Data Centre (MCDC) shall be extended up to five (5) years from date of Certificate of Completion. The tender price for such equipment is deemed inclusive of all associated costs for such extensions.</p> <p>Where the Engineer or Employer requests early installation or usage of equipment (e.g. X-ray Machines, Walk-through Metal Detectors), the Contractor shall extend the warranty and Defects Liability Period for the equipment from the date of operational usage to the effective date of the Certificate of Completion.</p> <p>If the Contractor, in terms of this clause hereof, repairs or replaces any part of the Works, the terms of the Defect Liability to such repairs or replacements shall apply and commence from the date so repaired or replaced.</p>
<p>8.2.3</p>	<p>Insert the definition of “Operational Damage” as Clause 8.2.3:</p> <p>In the event of damage caused to the Installation, or any part thereof, the work to repair and/or replace necessary parts or equipment of the damaged Installation shall be performed by the Contractor. Where repair work became necessary as a result of Operational Damage caused by User Clients or their associates, the Contractor will be requested to:</p> <ol style="list-style-type: none"> <li>i. Perform work based on tendered rates for the supply, delivery and installation of material forming part of maintenance work, within the maximum down-time allowed for operational damage, where the Engineer rules that the damage has been caused through incorrect operation;</li> <li>ii. Submit three quotations for repair and/or replacement of the damaged unit, where tendered rates are not available and where the Engineer rules that the damage has been caused through incorrect operation;</li> <li>iii. Perform the work on receipt of an order from the Engineer, within the time offered as part of the quotation;</li> <li>iv. Notify the Engineer well in advance of completion of the repair work to enable inspection.</li> </ol> <p>Determining whether damage caused to the Installation had been caused through incorrect operation by people other than the Contractor shall rest with the Engineer.</p> <p>Damage caused by the employees, suppliers, subcontractors, etc of the Contractor, shall be repaired by the Contractor at his own cost.</p>
<p>8.2.2.1</p>	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause the same to be done by others and recover reasonable costs associated therewith from the Contractor.</p>
<p>8.4.3</p>	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>



8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Total Contract Value of the Repair, Upgrade and/or New Installation Work plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: <b>Nil</b>
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: <b>Nil</b>
8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:  Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period.
8.6.1.5	<b>Public liability insurance cover</b> to be put in place by the Contractor to a minimum value of:  <input type="checkbox"/> R5 million <b>or</b> <input checked="" type="checkbox"/> <b>R 15 (fifteen) million</b>  With a deductible not exceeding 5% of each and every claim.
8.6.5	Amend Clause 8.6.5 as follows:  Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.
8.6.7	Amend Clause 8.6.7 as follows:  If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".  <b>HIGH RISK INSURANCE</b>  In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:  (1) <b>Damage to the Works</b>  The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.  When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.



	<p>(2) <b>Injury to Persons or Loss of or damage to Properties</b></p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</p> <p>In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:</p>
9.1.3	<p>Amend Clause 9.1.3:</p> <p>Where the Contract or part thereof, is for alterations and/or additions to an existing structure and such existing structure is substantially destroyed, the Employer reserves the right to terminate or amend the Contract.</p>
9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,</p>
9.2.4	<p>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts</p>



	<p>whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>
9.3.3	<p>Insert the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p>
10.1.3.1	<p>Amend Clause 10.1.3.1 as follows to insert the word "Plant":</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.6	<p>Insert a new Clause 10.1.6 as follows:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.2.1	<p>Amend Clause 10.2.1 as follows:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.</p>
10.2.2	<p>Amend Clause 10.2.2 as follows:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>
10.3.2	<p>Amend Clause 10.3.2 as follows to replace "adjudication" with "court":</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace "Engineer" with "Employer".</p>
10.4.2	<p>Amend Clause 10.4.2 as follows to provide for submission to court:</p>



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	<p>If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.</p>
<p>10.4.4</p>	<p>Amend Clause 10.4.4 to delete reference to “adjudication” and “arbitration” to read as follows:                  Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
<p>10.5, 10.6 &amp; 10.7</p>	<p>The entire provisions of these Clauses are not applicable to this Contract.</p>
<p>10.10.3</p>	<p>Amend Clause 10.10.3 as follows to reword and remove reference to “arbitrator”:                  The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.</p>



**PART 2: DATA TO BE PROVIDED BY THE CONTRACTOR**

PART 2: DATA PROVIDED BY THE CONTRACTOR	
1.1.1.9	The name of the Contractor is:
1.2.1.2	The address of the Contractor is:  Physical Address:   Postal Address:   Facsimile:  Telephone:
6.2.1	<p>The type of security for the due performance of the repair, upgrade and/or new installation works of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p> <p>The security to be provided for the repair, upgrade and/or new installation works by the Contractor shall be one of the following:</p> <p>(a) Performance guarantee of 10% of the awarded tender amount for repair, upgrade and/ or new installation works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(b) Performance guarantee of 5% of the awarded tender amount for repair, upgrade and/ or new installation works plus retention of 5 % of the awarded tender amount for repair, upgrade and/ or new installation works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p><b>Note that the above-mentioned awarded tender amount includes allowance for contingencies, operational damage and Contract Price Adjustment.</b></p> <p>The security for the due performance of the maintenance works shall be retention of 10% of the awarded tender amount of Maintenance Works (excl. VAT) (i.e. 10% shall be deducted from the certified payment amounts for maintenance due to the Contractor).</p> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1999 (Act 5 of 1999) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>

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EMPLOYER'S AGENT



# ANNEXURES

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## **ANNEXURE 1: SBD 6.2 Local Content Declaration – Guidance Document for the Calculation of Local Content**

Please refer to the attached guideline.

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ENGINEER



## **ANNEXURE 2: Proforma Fixed Performance Guarantee**

Please see attached:

- Fixed Performance Guarantee 10%; and
- Fixed Performance Guarantee 5%.