



**public works &
infrastructure**

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

**HEAD OF DEPARTMENT
MR. MOTSAMAI. E. MOHLAHLA
PUBLIC WORKS & INFRASTRUCTURE**

PROPOSAL NUMBER – DPWFS RFP 016/2021

FINANCIAL PROPOSAL – VOLUME 2

**REQUEST FOR PROPOSAL (RFP) FROM SUITABLY
QUALIFIED CONTRACTOR/S OR JOINT VENTURE FOR
SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED
CIRCUIT TELEVISION, ACCESS CONTROL AND
MAINTENANCE OF TURNSTILES FOR A PERIOD OF THREE
YEARS AT VARIOUS PROVINCIAL BUILDINGS**

***(THIS ENTIRE DOCUMENT IS TO BE RETURNED IN ENVELOPE
“B” –
FINANCIAL PROPOSAL)***

FEBRUARY 2022

DESCRIPTION:

SUPPLY, INSTALLATION AND
MAINTENANCE OF CLOSED CIRCUIT
TELEVISION, ACCESS CONTROL AND
MAINTENANCE OF TURNSTILES



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THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
Physical address:

155 OR Tambo House
Cnr St Andrews Street and Markgraaff Street
Bloemfontein
9301

Post box number:

P.O. Box 690
Bloemfontein
9301

DIRECTORATE: SUPPLY CHAIN MANAGEMENT
Contact Person:

Name: Mr. Molebatsi Phasumane

Telephone: 051-492 3861/78

Email: phasumanem@fsworks.gov.za

DIRECTORATE: PROJECT MANAGEMENT UNIT
Contact Person:

Name: Mr. Thabiso Matsemela, Project Manager

Telephone: 051 403 7851

Email: matsemelas@fsworks.gov.za

TENDERER:

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

PRICES INCLUSIVE OF VALUE ADDED TAX:

Total (100%) of the prices inclusive of value added tax: R.....

TOTAL PRICE IN WORDS:

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

CRS NUMBER:

DESCRIPTION:

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C4	Site Information
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C5.1	CIDB registration certificate in the grading designation stipulated in clause 2.1 above,
C5.2	A compliant tax status with the South African Revenue Services.
C5.3	Certified copy of VAT registration certificate (if VAT number is not included in tax clearance certificate),
C5.4	Valid proof of registration on the National Treasury's Central Supplier's Database must be accompany this bid
C5.5	Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
C5.6	Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
C5.7	Certified copy of Certificate of Incorporation (if tenderer is a Company),
C5.8	Certified copy of Founding Statement (if tenderer is a Closed Corporation),
C5.9	Certified copy of Partnership Agreement (if tenderer is a Partnership),
C5.10	Certified copy of Identity Document (if tenderer is a One-man concern),
C5.11	Joint Venture Agreement (if tenderer is a Joint Venture),
C5.12	Competent Construction Manager with relevant and traceable general building experience (CV)
C5.13	Curriculum Vitae of all supervisory.
C5.14	OHS Plan (Based on Site Specifications)

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THE TENDER

PART T1: TENDERING PROCEDURES

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Tender Notice and Invitation to Tender

Project title:	REQUEST FOR PROPOSAL (RFP) FROM SUITABLY QUALIFIED CONTRACTOR/S OR JOINT VENTURE FOR SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS FOR A PERIOD OF THREE YEARS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.		
Tender No:	DPWFS (T) 016/2021		
Advertising date:	11 February 2022	Closing Date:	04 March 2022
Closing time:	11:00	Validity Period	90 Days (Calendar Days)
Compulsory Clarification			Main Entrance, O.R Tambo House, ground floor.
Date:	18 February 2022	Compulsory Clarification Venue:	Cnr Markgraaf and St Andrews Street, Bloemfontein
Time:	10h00		
Tenders are to be delivered to the following address on the stipulated closing date and time:	Department of Public Works and Infrastructure: Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); St Andrew Street; Bloemfontein		

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PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules

DESCRIPTION:

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Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally
 ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;
 name of auditor

☐ enterprise is required by law to have an independent review of its financial statements
 name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature

Date

Name

Position

Tenderer



THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - Form of Offer and Acceptance

DESCRIPTION:

SUPPLY, INSTALLATION AND
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C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES**

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 OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
..... Rand (in words);

R..... (in figures)

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.

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Signature Date

Name

Capacity

for the Tenderer

(Name and)

address of
organization)

.....
Name and
signature
of witness)

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
- Part C5: Additional returnable Documents

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 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

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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 **E. MOHLAHLO**

Capacity **HEAD: DEPARTMENT OF PUBLIC WORKS FREE STATE AND INFRASTRUCTURE**

**for the
Employer** DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
P.O Box 690
Bloemfontein

Name and

Signature of witness

Date

DESCRIPTION:

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Schedule of Deviations

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

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5. Subject

Details

.....

.....

By the duly authorized 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.

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - Contract Data

CONTRACT PERIOD

36 MONTHS

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS RFP 016/2021

DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FROM SUITABLY QUALIFIED CONTRACTOR/S OR JOINT VENTURE FOR SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS FOR A PERIOD OF THREE YEARS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (for supply and Installation)(April 2013), published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008).

NEC3 Term Service Contract (April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). For the maintenance and shall be signed with the successful contractor upon commissioning.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract which requires it.

Part One – Data provided by the *Employer*

Clause	Statement	Data
1	General	

The *conditions of contract* are the core clauses and the clauses for main Option:

of the NEC3 Engineering and Construction Contract

Clause	Statement	Data
10.1	The <i>Employer</i> is (name):	FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
	Address	P.O Box 690, Bloemfontein Medfontein Building O.R Tambo House 135 St Andrews Street, Bloemfontein. Saint Andrews Street, Bloemfontein
	Represented by HOD	E. MOHLAHLO
	Tel No.	051 492 3734
	Fax No.	N/A
10.1	The <i>Project Manager</i> is	Allicia Cupido, Pr Tech Eng Mzwandile Nxuma
	Address	Old Salga House Building, c/o Nelson Mandela Drive and East Burger Street, Bloemfontein
	Tel	066 307 2525 / 051 403 7851
	e-mail	cupidoa@fsworks.gov.za
	The <i>Supervisor</i> is	Matsemela Thabiso, Engineering Technician
	Address	First Floor, Old Salga House Building, c/o Nelson Mandela Drive and East Burger Street, Bloemfontein
	Tel	060 992 8589 / 051 403 7852
	e-mail	matsemelas@fsworks.gov.za
11.2(3)	The completion date for the whole of the works is.	144 weeks after the starting date (calendar weeks including Saturdays, Sundays, Public Holidays and excluding 3 week Annual Builders Break in December / January)
11.2(13)	The <i>works</i> are	Installation of CCTV, Access Control and Maintenance for various provincial buildings
11.2(14)	The following matters will be included in the Risk Register	i) Permit requirements for electrical work. ii) As per technical risks check list
11.2(15)	The <i>boundaries of the site</i>	Within the Free State Province
11.2(16)	The Site Information is in	Part 4: Site Information

Clause	Statement	Data
11.2(19)	The Works Information is in	Part 3: Project Description.
12.2	The law of the contract is	The law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	2 weeks
2	<i>The Contractor's main responsibilities</i>	Data required by this section of the core clauses is provided by the Contractor in Part Two – Data Provided by the Contractor
3	<i>Time</i>	
30.1	The access date is	Whole of the works within two weeks of the starting date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks after the Contract Starting Date
31.2	The <i>starting date</i> is	On signing this document by Employer and Contractor
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks
4	<i>Testing and defects</i>	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works per building
43.2	The <i>defect correction period</i> is	1 week
5	<i>Payment</i>	
50.1	The <i>assessment interval</i> is	On the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR).
51.2	The period within which payments are made is	4 weeks (30 Days) from date of certification by Project Manager.
51.4	The <i>interest rate</i> is	0 % per annum above the prime lending rate of the South African Banks.

Clause	Statement	Data
7	Title	There is no reference to Contract Data in this section
8	<i>Risks and insurance</i>	
80.1	These are additional <i>Employer's</i> risks	Not applicable
84.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the Contractor deems necessary in addition to that provided by the Employer.
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA) and the Contractors common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000(Five hundred thousand rand).
9	<i>Termination</i>	Shall be applied as per core clauses on the NEC3
10	<i>Data for main Option clause</i>	B Priced contract with bill of quantities
60.6	The <i>method of measurement</i> is	As stated in Part C2.1, Pricing Assumptions
11	<i>Data for Option W1</i>	
W1.1	The <i>Adjudicator</i> is (Name) Address Tel No. Fax No. e-mail	The Adjudicator will be appointed when the dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering.(see www.ice-sa.org.za)

Clause	Statement	Data
W1.4(2)	The <i>tribunal</i> is:	Litigation

	The place where Litigation is to be held is	Free State
W1.4(5)	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a) The base date for indices is (month prior tender closing date) 2021.

The price adjustment shall be applicable to Schedules 1 – 7, Equipment listed and quantified in X3 shall be excluded from this calculation. The value of the monthly certificate shall be adjusted, using the Heylett formula.

Adjustment will be made as published by Statistics South Africa in Statistical Release P01511: Contract Price Adjustment Provisions (CPAP) Work Groups Construction Materials Indices: Work group 160 for Electrical Installations and 190 for Lum sum preliminaries.

$$[(0.75 \times A) \text{[Certified date if Index/Base date Index]} - 1]$$

X1.1(c)

The proportions used to calculate the Price Adjustment Factor are:

Proportion	Linked to Index for	Index Prepared by
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Clause	Statement	Data
0.15	Labour Index	As published by Statistics South Africa in Statistical Release P01511: Contract Price Adjustment Provisions (CPAP) Work Groups Construction Materials Indices: Work group 160 for Electrical Installations and 190 for Lum sum preliminaries.
Proportion	Linked to Index for	Index Prepared by
0.60	Material Index	As published by Statistics South Africa in Statistical Release P01511: Contract Price Adjustment Provisions (CPAP) Work Groups Construction Materials Indices: Work group 160 for Electrical Installations and 190 for Lum sum preliminaries
0.25	Non-adjustable	
1.00		

X3 Multiple currencies Will only be applied if indicated upon Tender stage

Clause	Statement	Data
X3.1	All imported materials from Schedule 3 – Equipment shall listed and quantified by the contractor indicating the applicable rate of exchange at the time of submission of the bid – these shall be excluded from clause X1 and shall only be adjusted in terms of rate of exchange fluctuations with application of the following formulae: $R = X (Y/Z - 1)$ R – the amount in Rands of adjustment X – the total amount in Rands of the imported item Y – exchange rate at closing date of tender Z – exchange rate at date of payment to supplier	
X3.2	No limit	
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	2% per week of the outstanding works.
X13	Performance bond	
X13.1	The form of the performance bond	Is in the form set out in the document C1.3 Pro Forma Construction Guarantee
X13.1	The amount of the performance bond is	10% of the Contract Sum in the form of offer and acceptance.
X16	Retention (not used with Option F)	
X16.1	The <i>retention free amount</i> is	R0
	The <i>retention percentage</i> is	10% with a limit on retention money set at 10% of the contract price at the time of agreement made in terms of the form of offer and acceptance, or deducted from interim payments until limit of 10% of contract sum is reached per building.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Unlimited – The Contractor will be liable for the damage caused.

Clause	Statement	Data
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15 million first amount payable in terms of the <i>Employer's</i> assets policy.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The total of the Prices other than for the Additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design which arise before the Defects certificate is issued, Defects due to manufacture and fabrication outside the Site, loss of or damage to property (other than the <i>works</i> , Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) Ten years after the <i>defects date</i> for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter. A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i> , without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.
Z	Additional conditions of contract	The additional conditions of contract:

Clause	Statement	Data
Z1	Tax invoices	The Contractor's invoice. The Contractor submits his valid tax invoice one week after receiving a payment certificate from the Project Manager in terms of clause 51.1. Where the Contractor does not submit his valid tax certificate within the time required: • the period within which payment is made in terms of clause 51.2 and • the time allowed in clause 91.4 are extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it. Invoices shall be separated per building as per Bill of quantity
Z2	Communications	Add to the end of the first sentence in core Clause 13.1: “excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices”
Z4	Notification of a compensation event	Replace “eight weeks” in clause 61.3 with “four weeks”.
Z5	Acts or omissions by mandatories	In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).
Z6	Operating Manuals	Contractor shall submit full set of manuals on completion.
Z7	Security clearance	All officials employed under this project shall be subjected to security clearance

Clause	Statement	Data
Z8	Subcontractors	Contractor shall sign the NEC 3 subcontracting short contract with subcontractors Subcontracting shall not exceed 30% of the contract value
Z9	Maintenance	Contractor to price for 3 years maintenance as set out in BoQ. Indicate % escalation on BoQ to enter a Service Term contract on completion of this projects.
Z10	Change in Technology	Should there be a change in Technology within the contract period. The supplier shall source three quotations and be eligible to 10% for profit and attendance
Z11	Identification of various buildings	The Officials of Department of Public works will identify the buildings within the contract period and will be dealt with individually for payments. Separate bills needs to be generated upon request.

Part Two - Data provided by the Contractor

The *Contractor* is advised to read the NEC3 Engineering and Construction Contract (April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required.. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. e-mail	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site	N/A
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Requirements Responsibilities: Qualifications: Experience:	 Project Engineering Technician / Contracts Manager Minimum 5 years' experience Electronics Engineering Knowledge (Access Control and CCTV)

Clause	Statement	Data
	2 Name: Job: Requirements Responsibilities: Qualifications: Experience:	

	3 Name: Job Requirements Responsibilities: Qualifications: Experience:	
--	---	--

	4 Name: Job Requirements Responsibilities: Qualifications:	 Health and Safety Representative (Minimum 3 years in similar projects)
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Clause	Statement	Data
	Experience:	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	Part C3: Description of Work
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	Part C2.2: Bill of Quantities
11.2(31)	The tendered total of the Prices is in	Part C1.1 Form of Offer and Acceptance
X1	List of imported materials subject to rate of exchange adjustment (SCoIM – Specified Currency of Imported Material)	
	Material / Item	Exchange Rate (R x.xx / SCoIM 1.00)
		
		
		
		
		
		
		
		

PART C1: AGREEMENT AND CONTRACT DATA

C1.3 – Pro Forma Construction Guarantee

C1.3 Pro Forma Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

.....

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,
Free State Provincial Government

Contractor means

Works means INSTALLATION OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND
MAINTENANCE

Site means Free State PROVINCIAL GOVERNMENT BUILDING

Agreement means NEC3 Engineering and Construction Contract (ECC) April 2013

Contract Sum : i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words

..... (Rands)

Guaranteed Sum means the maximum aggregate amount of

R

Amount in words

..... (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
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Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.
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The Guarantor hereby acknowledges that:

Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Project Manager in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment.

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's

Guarantor's

Signatory 1..... Signatory 2

Witness 1..... Witness 2

Guarantor's seal or stamp

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PART C2: PRICING DATA

C2.1 – PRICING INSTRUCTION

C2.1 Pricing Instructions

C2.1 Pricing Assumptions: Option B

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option B states:

Identified 11 defined terms 11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(28) The Price for Work Done to Date is the total of the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed. Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

Guidance before pricing and measuring

1. Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.
2. The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill. The P & G section of the bill is not used for the assessment of compensation events
3. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
4. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
5. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
6. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
7. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
8. Supplier will be required to submit a detailed bill on every building as it will be identified
9. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
10. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.

Measurement and payment

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour

ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-	pass kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	pass square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ³	provisional sum
PC-	sum prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

Departures from the *method of measurement*

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

³*Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.*

PART C2: PRICING DATA

C2.2 – MAIN BILL OF QUANTITIES
Attached base line bill Supply and Install
See Annexure A and B

Base line bill for evaluation purposes. The actual quantities for each item will be re-measured. Bidders are required to provide the unit price for each item listed and additional items deemed necessary as per technical proposal in (Envelope A)

The project is a multiyear project, with various buildings. Year 1 should be focused on OR Tambo and Fidel Castro

PART C2: PRICING DATA

C2.3 – MAIN BILL OF QUANTITIES **See Annexure C**