



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

BID NO: PT25/014

Closing Date: 03 February 2026
Closing Time: 11H00

Bid Briefing Meeting Date: N/A

Bid Briefing Meeting time: N/A

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
AVN Building
Cnr Nana Sita and Thabo Sehume Street
Pretoria
0001

SCM SPECIFIC ENQUIRIES:

Enquires: **Vuyiswa Moyane**
Tel No: **012 310 5130** during office hours
Cell No: **N/A**
Email Address: Vuyiswa.moyane@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Micheal Moronga**
Tel No: **012 310 5933**
Cell No: **071 363 5628**
Email Address: Micheal.moromga@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	PT25/014	
Bid/ Project Description	Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.	
Bid Closing date & Time	Tuesday, 03 February 2026	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> N/A	<i>Time of Bid Briefing (if any)</i> N/A
Venue	N/A	
SCM SPECIFIC ENQUIRIES:	Vuyiswa Moyane	Vuyiswa.moyane@dpw.gov.za
	012 310 5130	N/A
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Micheal Moronga	Micheal.moromga@dpw.gov.za
	071 363 5933	
Bid Validity Period	84 calendar days	
Bid Document Price	R 500.00	
Procurement Plan Reference Number	ADD-2025/203	



PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.		
Bid no:	PT25/014	Procurement Plan Reference no:	ADD-2025/203
Advertising date:	Wednesday, 10 December 2025	Closing date:	Tuesday, 03 February 2026
Closing time:	11H00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **6 SF** or **6 SF*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of

Not applicable Not applicable PE or Not applicable Not applicable PE* or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE

2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

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



1.	1. HUMAN RESOURCES: Adequate own employed skilled personnel to carry out a project of this magnitude. The following documents must be attached as proof: 1.1: Curriculum Vitae (CV). 1.2. Original certified copy of identification (I.D.). 1.3. All required Technician certificates as specified below. NB: All certified documents must not be older than six (6) months on the closing date of the tender. Qualification/Requirements for Technicians: Minimum Certificate: Fire Equipment Technician or high in: a) SAQCC 1475 Service Technician. b) Fire Detection Service Technician. c) Gas Suppression Service Technician. NB. The above Technicians are required to be registered with the South African Qualification & Certification Committee (SAQCC) Fire. a) 3x SAQCC 1475 Service Technicians with minimum of 5 years experience + 1x Fire Detection Service Technician with minimum of 5 years experience + 1x Gas Suppression Service Technician with minimum of 5 years experience and 5 semi-skilled personnel (assistant) = 5 Points b) 3x SAQCC 1475 Service Technicians with minimum of 4 years experience + 1x Fire Detection Service Technician with minimum of 4 years experience + 1x Gas Suppression Service Technician with minimum of 4 years experience and 5 semi-skilled personnel (assistant) = 4 Points c) 3x SAQCC 1475 Service Technicians with minimum of 3 years experience + 1x Fire Detection Service Technician with minimum of 3 years experience + 1x Gas Suppression Service Technician with minimum of 3 years experience and 5 semi-skilled personnel (assistant) = 3 Points d) 3x SAQCC 1475 Service Technicians with minimum of 2 years experience + 1x Fire Detection Service Technician with minimum of 2 years experience + 1x Gas Suppression Service Technician with minimum of 2 years experience and 5 semi-skilled personnel (assistant) = 2 Points e) 3x SAQCC 1475 Service Technicians with minimum of 1 years experience + 1x Fire Detection Service Technician with minimum of 1 years experience + 1x Gas Suppression Service Technician with minimum of 1 years experience and 5 semi-skilled personnel (assistant) = 1 Points f) Non-submission of any of the above = 0 point	30
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2.	2. EXPERIENCE AND VALUE REQUIREMENTS: 2.1. Project Experience: bidder must have completed projects that are similar nature. 2.2. Time Limit: Projects should have been finished within the last 10 years. 2.3. Documents to Submit: - Appointment letter for each project with total value. - Completion certificate or confirmation letter for each project above with total value. NB: The above Letters must be stamped and signed by the client on a client's letterhead. a) 5 or more projects completed (Total value R2 500 000.00 and above per project)= 05 Points b) 4 projects completed (Total value R2 500 000.00 and above per project)= 04 Points c) 3 projects completed (Total value R2 500 000.00 and above per project)= 03 Points d) 2 projects completed (Total value R2 500 000.00 and above per project)= 02 Points e) 1 projects completed (Total value R2 500 000.00 and above per project)= 01 Point f) Non-submission of any of the above = 0 point	30
3.	INFRASTRUCTURE AND TRANSPORT: Originally certified copies of the following documents not older than six (6) months must be attached at the closing date of the tender. 3.1. Vehicle registration certificate or rental agreement in the name of the company or director. 3.2. Proof of ownership or rental agreement for the premises. a) 5 x Loading Delivery Vehicle and workshop= 5 Points b) Non-submission of any of the above = 0 Point	30
4.	4. FINANCIAL - BANK RATING: The bidder must submit latest original Bank stamped letter. a) Bank Rating A = 5 Points b) Bank Rating B = 4 Points c) Bank Rating C = 3 Points d) Bank Rating D = 2 Points e) Bank Rating E = 1 Point f) Non-submission of any of the above = 0 Point	10
TOTAL		100

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

Minimum functionality score to qualify for further evaluation:

50

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

3 EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.2 The 80/20 Preference points scoring system will be applicable for this bid

4 RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited.
4.	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	☐	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	☒	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
9.	☒	Submission of proof of active CIDB grading 6SF or higher. Incase of a Joint Venture bidders must submit a consolidated CIDB grading of 6SF or Higher
10.	☒	Submission of proof of active SAQCC Fire registration for Company and SABS/SANS PERMIT certificate for Fire Fighting Equipment.
11.	☒	Clause 6.5 of the Special Condition Contract The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.

4.2 Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the supplier registration number on the form of offer, including proposed sub-contractors if any
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☐	Submission of documentation relating to risk assessment criteria as contained in C2.1 of DPW-03 Tender Data.
8.	☒	Submission of (PA 40): Declaration of Designated Groups
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	☐	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☐	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	Bidders must sign the EPWP Compliance Declaration.
13.	☒	Submission of PA-16.1 (EC): Ownership Particulars.
14.	☒	In case of joint venture bidders must complete and submit separate PA-11.
15.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
16.	☒	Submission of proof of Registration on National Treasury's Supplier Central Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
17.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.

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

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

5 METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) .	10	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) .	2	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any Account or statement which is in the name of the Bidder. - Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory) .	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) .	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory).	2	ID Copy and SANAS Accredited BBEE Certificate or sworn affidavit where applicable.

6 BID EVALUATION METHOD

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

7 ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves

the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects

(building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract
10. Instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
11. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
12. Plant & equipment: sufficient resources on site and in time.
13. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
14. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	CIDB BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable



9 COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za/
www.publicworks.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI
251 Nana Sita Street, AVN Building, Pretoria, 0001

A non-refundable bid deposit of R 500.00 is payable (cash only) on collection of the bid documents.

10 SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	N/A		
Virtual meeting link:	"N/A")		
Date:	Date of Bid Briefing (if any) N/A	Starting time:	Time of Bid Briefing (if any) N/A

11 ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Micheal Moronga	Telephone no:	012 310 5933
Cellular phone no	071 363 5628	Fax no:	N/A
E-mail	Micheal.moronga@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	Vuyiswa Moyane	Telephone no:	012 310 5130
Cellular phone no	N/A	Fax no:	N/A
E-mail	Vuyiswa.moyane@dpw.gov.za		

12 DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Tuesday, 03 February 2026

Closing Time: 11H00



Tender documents may be posted to:

The Director-General
Department of Public Works and Infrastructure
Private Bag X 229
Pretoria
0001

Documents must be deposited in The Bid Box
before the closing date of the bid

OR

Deposited in the tender box at:

The Bid Box
Department of Public Works & Infrastructure
251 Nana Sita Street
AVN Building
Pretoria
0001



EVALUATION ON FUNCTIONALITY

Paste Functionality here or Indicate "N/A"

before the closing date of the bid



DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: PT25/014

Bid/ Project Description: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

In his/her capacity as:

.....

Note:

A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.



Bid No: PT25/014

Bid/ Project Description: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

SIGNED FOR THE TENDERER:

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

WITNESSED BY:

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

- The official documents ☐
The official alternative ☐
Own alternative (only if documentation makes provision therefore) ☐

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

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

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

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

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

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.
Fax No.
Postal address
Banker Branch
Bank Account No. Branch Code
Registration No of Tenderer at Department of Labour



ACCEPTANCE

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

Bid No: PT25/014

Bid/ Project Description: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings (where applicable) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: PT25/014

Bid/ Project Description: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

1.1.1. Subject:

Detail:

1.1.2. Subject:

Detail:

1.1.3. Subject:

Detail:

1.1.4. Subject:

Detail:

1.1.5. Subject:

Detail:

1.1.6. Subject:

Detail:

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

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

WITNESSED BY:



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PT25/014

Bid/ Project Description: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

Paste Specifications or Terms of Reference here



REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE**



**SERVICE, REPAIR AND MAINTENANCE OF FIRE EQUIPMENT,
SPRINKLER SYSTEMS, FIRE DETECTION AND EMERGENCY DOORS
FOR A PERIOD OF 36 MONTHS**

IN

AREA 2

WITHIN

JURISDICTION OF PRETORIA REGIONAL OFFICE:

CONTACT PERSON FOR ANY QUIRIES OR SITE VISIT ARRANGEMENT

NAME: MR. MICHAEL MORONGA

TEL: 012 310 5933

CELL: 071 363 5628

E-mail: Michael.morong@dpw.gov.za



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SPECIAL CONDITIONS OF CONTRACT



SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of **thirty six (36) months** commencing from the date of the letter of acceptance (DPW07EC).
- 1.2 **This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.**
- 1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred to Director of Supply Chain Management (DD SCM), whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works and Infrastructure shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

- 3.1 Unit: The unit of measurement for each item.
- 3.2 Quantity: The provisional number of items.
- 3.3 Rate: The agreed unit rate per item.
- 3.4 Amount: The product of the quantity and the agreed rate for an item.
- 3.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.



- 3.6 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc
- 3.7 Call- out (assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
- 3.8 Client Department: All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

4. **APPLICABLE LEGISLATION AND STANDARDS**

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 South African National Standards or the equivalent,
- 4.4 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.5 The Local Municipal Gas Regulations.
- 4.6 Conditions of Tender: Form PA 10 FM.
- 4.7 Tenderers Additional Particulars.
- 4.8 All Sections of, and Addenda to, the Specification.
- 4.9 Standard Specification for Kitchen Equipment (PW 351)
- 4.10 General Electrical Specification Parts A, B & C (PW 354)
- 4.11 Specification of Materials and Methods to be Used (PW371)
- 4.12 Standard Specification for Air Conditioning and Ventilation Installations (STS 1)
- 4.13 Standard Specification for Refrigeration Services (STS 2)
- 4.14 Standard Specification for Steam Boiler Installations (STS 3)
- 4.15 Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services (STS 5)
- 4.16 Best industry practice to the appropriate and technical standards,
- 4.17 Requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable.

Copies of the said standard specifications (PW & STS documents) may be viewed or downloaded from the DPW website at
www.publicworks.gov.za/documents/consultants

The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

5. **PROVISIONAL QUANTITIES**

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases



shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

6. **SCOPE OF CONTRACT**

- 6.1 This contract is for the maintenance/repairs as per schedule of prices as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 6.2 The Department of Public Works and Infrastructure reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 **The Department intends appointing one successful Service Provider per area.**
- 6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bid for.
- 6.5 The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.
- 6.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area, that is if the Department sees no risks that may affect service delivery.
- 6.5.2 **When a contractor is the highest scoring bidder in all areas the first area will be recommended to that Bidder, the next highest scoring bidder will be recommended for the next area and so on, however the Department may take into consideration other factors for recommending a bidder such as:**
- 6.5.2.1 the bidder's performance on current and previous work,
 - 6.5.2.2 the bidder's ability to handle large volumes of work
 - 6.5.2.3 any other risks that the bidder may pose that may affect service delivery
- 6.5.3 **The Department reserves the right to negotiate the price with the successful bidder.**
- 6.5.4 **Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.**



- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 6.8 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

7. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES AND PRICES

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.2 Unit rates entered into the Schedule summary of Quantities:**
- 8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*
- 8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*
- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT and for monthly fuel tariffs as stipulated by the Department of Transport.
- 8.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may



have to be carried out.

- 8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 8.6 This is purely a maintenance term contract valid for three years only.
- 8.8 **As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the three years, it may exceed or be less than the offered amount on the Bid.**
- 8.8.1 National Department of Public Works and Infrastructure Regional Office Pretoria cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.
- 8.8.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.
- 8.9 **The Department reserves the right to disqualify bid offers which incorporate unit rates that are non-market related, nominal and nil or unbalanced.**
All items to be priced in the price Bill and to be of a competitive price.

NOTE:

Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule) No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the tender will be rejected.

9. VEHICLES

- 9.1 The type of vehicles required for this service is specified in the table below.

Category C:

-

All Double Cabs (4x2 and 4x4)

Jul-22

4x4 Light Delivery Vehicles

4x4 Single/ Extended Cabs

PETROL

Engine Category	Persal Ref no.	Private	Sub Scheme A	Sub Scheme C
Up to 2000	LV2000P	466.5	214.6	45.7
2001 to 2500	LV2500P	602.8	325.1	54.1
2501-3500	LV3500P	719.7	393.1	57.8
Greater than 3500	LV3501P	791.4	404.1	71.9

DIESEL

Engine Category	Persal Ref no.	Private	Sub Scheme A	Sub Scheme C
Up to 2000	LV2000D	543.6	268.0	69.3
2001 to 2500	LV2500D	624.9	285.2	70.8
2501-3500	LV3500D	684.4	291.7	77.4
Greater than 3500	LV3501D	851.8	409.7	126.7

- 9.2 Transport cost will be calculated from the Church Square main post office to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.



9.3 The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted

9.4 The Department will only pay for transport costs (per kilometer) as specified by the Department of Transport under Category C for Vehicles with petrol engine category 2501-3500 (Private). The bidder's rates for transport in the bid document shall be based on the latest fuel tariffs as specified by the Department of Transport for the above-mentioned category at the time the bid advertisement closes.

9.5 Once the contract is awarded the bidder shall up invoicing, use the fuel tariffs specified by the Department of Transport based on the month he has performed work. In other words if he has performed work in September 2025, then he will use the fuel tariffs as specified by the Department of Transport for September 2025.

9.6 The bidder shall attach a copy or copies of the fuel tariffs to each claim. If work is performed work over various months on the same job then the bidder shall claim the kilometer rate based on the month he worked. Travel claims for each month worked should be clearly indicated on the bidder's invoice. This must be noted on his jobcards as well. A copy of the fuel tariff/s that should be attached to each invoice.

Monthly fuel tariffs are available on the Department of Transport Website:
www.transport.gov.za

10. **ACCESS TO PREMISES**

The Bidder undertakes to:

10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.

10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.

10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

10.5 Comply with all By-laws and requirements of the Local Authority.

10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. **ACCESS CARDS TO SECURITY AREAS**

11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.

11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial

complexes.

Only RSA identity documents will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

- 12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

13. TRAINED STAFF

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 Bidders shall satisfy the Department in all respects that their Artisans/Technicians are suitably qualified to carry out the specified repairs covered by this contract. Certified copies of qualifications (not older than 6 months) to be attached with this document.
- 13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

14. DRESS CODE

The following dress code must be adhered to at all times by all workers:

- 14.1 Workers must have a COMPANY WORK SUIT with the company logo on it.
- 14.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 14.3 The dress code must adhere to the OHSACT in terms of protection for all workers for this particular service.
- 14.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification. Where original



spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.

- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

17. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required **and include a motivation for replacement of parts.**
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.

19. MANAGEMENT AND EXECUTION OF WORK

- 19.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 19.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 19.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.5 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.
- 19.6 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.7 Make suitable arrangements regarding the signing of job cards forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.8 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.9 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.10 Only specialized services to be sub-contracted.
- 19.11 All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation in order to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs and maintenance shall be supplied



by the Contractor, and shall remain his property when the contract lapses.

20. **FORCE MAJEURE**

"Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that: The bidder shall immediately give written notice to the Department of Public Works and Infrastructure Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time in order to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommences its contractual obligations as soon as practicable.

If as a result of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

21. **OFFICIAL INSTRUCTION FOR REPAIRS**

- 21.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*
- 21.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 21.3 No payments shall be made for work executed without the necessary written authority.
- 21.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.
- 21.5 *The contractor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

22. **EMERGENCY REPAIRS**

- 22.1 For purposes of this Bid document emergency services shall mean work



which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.

- 22.2 Emergency repairs after hours may be executed with only receipt of an official complaint (ID) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 22.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 22.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.
- 22.5 **The Work Completion Certificate:**
The Work Completion Certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a weekly basis. **An invoice will not be processed if no Works Completion Certificate has been submitted.**
- 23. JOB CARDS ("M" FORMS) FOR REPAIRS**
- 23.1 The Contractor shall utilize official Job Cards issued by the Department. No alternative formats or self-supplied Job Cards will be accepted.
- 23.2 Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".
- 23.3 The Job Card must be completed legibly in black ink after completion of each repair.
All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 23.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 23.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 23.6 Failure to comply with the above could delay payment.



- 23.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
(No job card will be accepted should the above not be completed)
- 23.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 23.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 23.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 23.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

24. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

- 24.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 24.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 24.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 24.4 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department:
- 24.5.1 Must be on a Company Letter Head;
 - 24.5.2 The words 'tax invoice' in a prominent place;
 - 24.5.3 The name, address and registration number of the supplier;
 - 24.5.4 The name and address of the recipient;
 - 24.5.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 24.4.6 Description of the goods or services supplied;
 - 24.4.7 The quantity or volume of the goods or services supplied;
 - 24.4.8 Either-
 - i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

- 24.5 Prices must be clear with no corrections; no tippex must be used on any documentation.
- 24.6 The supplier's address and contact details must be clear and current (contactable)
- 24.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 24.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 24.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.

25. INVOICES FROM BIDDER

- 25.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26)
- 25.2 The following information is required on the layout of an invoice:
 - 25.2.1 Invoice must be on company's letterhead;
 - 25.2.2 Invoice must be addressed to DPWI;
 - 25.2.3 Invoice must have invoice date and number;
 - 25.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
 - 25.2.5 Invoice must indicate,(address) where service was rendered;
 - 25.2.6 ID reference and order numbers must appear on invoice;
 - 25.2.7 Full description of work been carried out;
 - 25.2.8 The name and email address of the respective Works Manager handling the specific service.
- 25.3 Services to equipment:
 - 25.3.1 Services can be cancelled at the Department's discretion.
 - 25.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
 - 25.3.3 Services completed without call centre complaint will not be paid by the Department
 - 25.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPWI Official.
 - 25.3.5 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.
 - 25.3.6 When the bidder has done a service to any equipment he/she shall indicate on the invoice "**SERVICE**" in bold and larger font or highlighted.



- 25.3.7 The contractor is required to prepare and complete a detailed service checklist for the maintenance of all Fire Fighting Equipment, plants, and associated systems. This checklist must clearly outline the specific service and maintenance actions applicable to each item and must be created by the contractor to reflect the scope of work. Each relevant box must be ticked to confirm completion of the corresponding task. The completed checklist must be submitted together with the inventory list and attached to the invoice for each service visit. A copy of the completed checklist must also be provided to the client immediately upon completion of the work.

26. PAYMENT TO CONTRACTORS

- 26.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.
- 26.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 26.3 Bidders are also urged to submit all outstanding invoices within one (1) month after completion of this contract.
- 26.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 26.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 26.6 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**
- 26.7 The successful bidder's administration must be in order.
This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.
Failure to do so may lead to not being awarded a contract

27. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.

28. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

29. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under



the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

30. MARKING OF EQUIPMENT

The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

31. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis. The progress report shall be submitted in the format as indicated below:

ID NUMBER	CURRENT STATUS (IN PROGRESS OR COMPLETED)	DATE COMPLETED OR ESTIMATED COMPLETION DATE	INVOICE AMOUNT OR ESTIMATED AMOUNT	COMMENTS

33. COMPUTER SOFTWARE, PASSWORDS, LICENCES

On any system where computers are used, the Contractor shall, as part of the Contract, supply to the Department licensed and documented copies of all additional or modified software used. Removable disks needed to reload the system to fully operational level in the event of a complete breakdown of the system, or for installation on a new or alternative computer system, must be supplied. The software shall include the operating system, application software, utility software and specific programs written for the system. Where programs are compiled the source files must be handed to the Department.

Installation and start-up procedures shall be clearly set out and documented. Whenever changes are made to the software, the Contractor shall supply the Department with a new set of back-ups of the software that underwent the changes. Software may only be changed with the written permission from the Department, and the reasons for proposed changes shall be fully motivated in writing. Before any changes are made, the original software shall be copied

by the Contractor to removable media, which shall be handed over to the Department.

Should passwords be used on any system, the highest level of passwords shall be handed to the Department in a sealed envelope, and should any changes to the passwords be made, the new passwords shall be handed to the Department in a sealed envelope by the Contractor.

The Contractor shall also supply the Department with anti-virus protection software, which shall be loaded onto the system by the Contractor, and shall be updated by the Contractor, as new versions become available in the market. The protection software shall be memory resident and shall warn the user the moment a virus is detected.

The Tenderer shall allow in his Tender for any reformatting of the hard disk drives which may become necessary, reloading of back-up software and testing of the system once the backup software has been loaded.

The documentation and back-up software must be handed over to the Regional Representative upon completion of the restoration phase of the Contract.

All software installed by the contractor at all state-owned facilities prior to and during this contract shall become the ownership of the Department. The contractor shall provide the Department and the user department (client) with a copy and of the software, licenses and passwords.

34. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

- a) Health and Safety Specification
- b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

35. TRAINING OF OPERATION STAFF

The bidder shall provide training (if required and when necessary) to operational staff/personnel in order for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the control rooms in the building and which shall be in a location and of a quality approved by the Regional Representative.

The bidder may claim for the time taken to train personnel/operational staff. The bidder shall submit the list of names and contact details of the trainees along with their invoices.

36. DISCLAIMER/EXIT CLAUSE

- 36.1 SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO TERMINATE THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, (WHERE APPLICABLE).**
- 36.2 IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUIRED TO USE THE SANS (South African National Standards) DOCUMENTATION, OHS ACT AND ANY OTHER APPLICABLE STANDARDS.**

37. **CALL CENTER**

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

38. **The successful bidder shall establish his workshop within the region/area awarded to him within two (2) months of the date of award.**

39. **LOCAL CONTENT**

- 39.1 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with 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) are accessible to all potential tenderers on **the dti's** official website <http://thedti.gov.za/industrialdevelopment/ip.jsp> at no cost

- 39.2 The Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender.

- 39.3 The rates of exchange quoted by the tenderer in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

39.4 **AUTHORIZATION LETTERS**

- 39.4.1 If during the contract period, the quantity of required items cannot be wholly sourced from South African (SA) based manufacturers and/ or at stipulated local content threshold at any particular time, tenderers / suppliers should obtain written authorization from **the dti** to supply the remaining portion of the items at a lower local content threshold. The **dti**, in consultation the procuring organ of state, will grant authorization on a case-by-case basis and will consider the following:

- a) required volumes in the particular tender;
- b) available collective SA industry manufacturing capacity at that time;
- c) delivery times;
- d) availability of input material and components;
- e) security of supplies and emergencies;
- f) technical considerations including operating conditions;
- g) localisation plans aimed at establishing and/or increasing local manufacturing capacity; and
- h) replacement of components on the existing infrastructure (where applicable) in order to honour the warranties and guarentees.

- 39.4.2 Specifications, design standards, material availability, technology choices and volumes are some of the main causes of authorizations.

- 39.4.3 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorization letter:

- a) Procuring entity;



- b) Tender / contract description
- c) Tender reference number
- d) Closing date of tender
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications)
- f) Products/inputs/components to be imported
- g) Reasons for request
- h) Supporting letters from local bidders' suppliers and manufacturers

39.4.4 The turn-around time for processing of authorization requests is 5 working days from the date of receipt.

IMPORTANT NOTICE

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

END OF THE SPECIAL CONDITIONS OF CONTRACT

ADDITIONAL CONDITIONS

UNDER NO circumstances may the Bidder make use of Government employees to assist them on site to load/off load appliances. Failure to comply will lead to corrective steps being taken against him. The Department cannot accept responsibility for any injuries being sustained by government employees as a result of the Bidder not complying with this condition.

ACCESS TO THE SITE/S WILL BE DENIED FOR BIDDERS NOT COMPLYING.

Bidders must be careful not to damage any part of the building, curtains, carpets etc. during the execution of the work, as all damages arising from the work will be made good at the Bidder's expense to the satisfaction of the supervising officer.

ASSOCIATED ELECTRICAL WORK

The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors.

NOTE:

All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984.

All electrical work falls within the scope of this document and is the responsibility on the main contractor.



TECHNICAL SPECIFICATION

Specification

For the



SERVICING, REPAIRS AND MAINTENANCE OF FIRE EQUIPMENT, SPRINKLER SYSTEMS, FIRE DETECTION AND EMERGENCY DOORS

At

AREA 2

Contract Period: 36 months

Tenderer Name:	
Contact Number:	
Fax Number:	

TECHNICAL SPECIFICATION

Acronyms & Abbreviations

CO ₂	Carbon Dioxide
DCP	Dry Chemical Powder
EVC	Emergency Voice Communication
SANS	South African National Standards
SABS	South African Bureau of Standards
SAQCC	South African Qualification & Certification Committee
STP	Stored Pressure
DC	Direct Current
CSD	Central Supplier Database
COC	Certificate of Compliance
ASIB	Automatic Sprinkler Inspection Bureau

1.1 General Requirements (see also SANS 10400-T and SANS 10400-W):

On instructions from The Department of Labour the SAQCC-Fire has regulated the fire industry by certifying the competence of fire technicians. The South African Qualification & Certification Committee (SAQCC) Fire is an industry-elected body established to ensure that individuals working within this sector of the fire industry have the appropriate competence through training, qualifications, and experience in compliance with:

- The specifications laid out in SANS 1475 for portable fire extinguishers,
- The requirements of SANS 14520 and/or SANS 306 where individuals and companies designing, installing, commissioning, and servicing gaseous fire extinguishing systems
- The specifications laid out in SANS 10287 for Automatic sprinkler systems for fire firefighting purposes,
- The specifications laid out in SANS 10139 for fire detection and alarm systems for buildings,
- The specifications laid out in SANS 1709 for water spray fixed systems for fire protection purposes.

Automatic pumps shall be driven direct, either by an electric motor or by a diesel engine, provided that where a single pump supplies the water to the sprinkler installation, the unit shall be diesel engine driven.

The Contractor shall start each diesel engine in the presence of the Inspector. The Contractor shall service and check the batteries with each service. Prices for servicing and inspection as stipulated and also as specified by SABS, labour, transport, consumables, minor and incidental repairs and all other overheads included.

All fire pump and sprinkler installations in buildings as stated in the list of installations in the Pretoria area form part of this contract and shall be serviced, maintained and repaired. The quantities in the list of installations are provisional and may change during the course of the contract and shall not alter the contractor's prices for servicing.

Therefore all service providers working with the Department of Public Works and Infrastructure (DPWI) on the abovementioned works, require valid and relevant registration with SAQCC fire before maintenance works of Fire protection equipment/systems belonging to the department.

NOTE:

- ALL ITEMS MUST BE PRICED
- PRICES FOR SERVICING MUST INCLUDE LABOUR, CONSUMABLES (SERVICE LABELS, TAMPER PROOF SEALS, SAFETY PINS) & MINOR REPAIRS
- RATES FOR REPAIR(S)/REPLACEMENT(S) MUST EXCLUDE LABOUR
- MARK-UP NOT EXCEEDING **20%** TO BE CHARGED ONLY ON NON-SCHEDULE ITEMS
- SERVICE PROVIDER(S) MUST SUBMIT WRITTEN QUOTATION FOR APPROVAL FOR NON-SCHEDULED ITEMS AND OR THE DEPARTMENT RESERVE THE RIGHT TO SOURCE QUOTATIONS FROM OTHER SERVICE PROVIDERS. NO WORK SHOULD BE EXECUTED BEFORE APPROVAL IS GRANTED



- RATES FOR REPLACEMENT ITEMS MUST ALLOW FOR REMOVAL AND REDUNDANT MATERIAL TO BE OFFICIALLY RECORDED AND TAKEN TO DPWI STORAGE/WORKSHOP AFTER BEING INSPECTED BY DPWI OFFICIAL

2. Fire Extinguishers, Hose Reels and Hydrants

2.1. Fire Extinguishers:

- Extinguishers shall be maintained in a fully charged and operable condition, and shall be kept in their designated places at all times when they are not being used.
- Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire. They shall preferably be located along normal paths of travel, including exits from areas, and their positions shall be identified by means of signs complying with the provisions of SANS 1186-1.
- Extinguishers shall not be obscured from view, except where their positions are clearly marked, and they shall be kept in a readily accessible, unobstructed, and where necessary, demarcated position.
- When mounted or placed in their intended location, the operating instructions shall face outwards or towards the most likely direction of access.
- Wherever possible, extinguishers shall not be placed in dead-end areas (where access could present a risk to the potential operator), behind doors, in cupboards (except purpose-made cabinets or cupboards) or in deep recesses, or in positions where they might cause obstruction to exit routes or be damaged by trolleys or other vehicles. Extinguishers shall not be placed over or close to heating appliances.

2.2. Hose Reels & Hydrants:

- Fire hose reels and hydrants for installation shall comply with the requirements of SANS 543 and SANS 1128-1.
- Fire hose reels and hydrants shall be conspicuously located where they will be readily accessible and immediately available in the event of fire. They shall preferably be located along normal paths of travel, including near exits from areas, but in such a way that they shall not cause obstruction. Their positions shall be identified by means of signs complying with the provisions of SANS 1186-1.
- Fire hose reels and hydrants shall not be obscured from view, except where their positions are clearly marked.
- The responsible person shall ensure that the hose reels and hydrants are used only for purposes that they are intended for.
- Wherever possible fire hose reels shall be installed so that the center point of the hose reel drum is not lower than 1, 5 m from the floor and not higher than 1, 7 m from the floor. Where this is not possible, hose reels shall be installed at a height that allows for easy access and operation during maintenance or in the event of a fire.
- A hose reel shall be installed with the inlet stop valve as close as possible to the hose reel in a position that allows for easy access and operation during maintenance or in the event of a fire. A union shall be positioned between the hose reel and the inlet stop valve to allow for easy removal and replacement of the hose reel when necessary.

2.3. Service instructions (Guideline of procedure to be followed):

All firefighting equipment must be serviced in accordance with the SABS code of practice as indicated below. Tenderers must allow for servicing of all equipment, although there is faulty, redundant or vandalized equipment on site.

- Any Portable fire extinguisher shall comply with requirements in SANS 1475-1 and SANS 10105-1, and any mobile fire extinguishers shall comply with the requirements of SANS 11601 and capacities prescribed in SANS 1151 or SANS 1910.
- Any Fire Hydrant shall comply with the requirements of SANS 1128-1 and SANS 1128-2.
- Any hose reel installed in such a building shall comply with the requirements in SANS 543, shall be installed in accordance with SANS 10105-1 and SANS 10400-W and shall be maintained in accordance with the requirements in SANS 1475-2.
- Such fire equipment shall bear a certification mark from an accredited certification body.

No service or repair invoice will be processed for payment unless a service record sheet, pressure test certificate (where applicable), and job card form is fully completed and stamped by the user Department.

2.3.1. Servicing of CO₂ Extinguishers:

- Check date of last pressure test, if period exceeded notify the Department in writing.
- Check extinguisher for rust, dents or other visible damage.
- Remove discharge hose and horn assembly, check for blockages.
- Check operation of head assembly.
- Weigh extinguisher (If underweight – Refill).
- Refit discharge hose and horn assembly.
- Seal extinguisher and make ready for use.
- Wipe extinguisher and affix signed and dated service label and lead seal.

NB: Recharge and Hydro-test all CO₂ extinguishers (If period is exceeded).

2.3.2. Servicing of Stored-Pressure Dry Powder extinguisher:

Depressurized extinguisher. Open the extinguisher and pour the powder into a clean receptacle.

Remove the discharge hose (if fitted) from the discharge hose adapter. Using dry compressed air (or dry gas); remove all traces of powder from the inside and the outside of the container, discharge hose, nozzle, control valve assembly, filler cap and actuating mechanism.



- Sift the powder through a sift of nominal aperture size 2.0mm and examine the powder. Unless it is free from lumps, caking and foreign matter, discard the powder and replace it with a new charge in accordance with the manufacturer's recommendations.
- Refit the discharged hose.
- Before fitting the filler cap, examine and if necessary, replace the sealing washer or "O" – ring, as relevant.
- Pressurize the extinguisher to the correct working pressure, using either dry nitrogen or dry co², as recommended by the manufacturer.
- Note whether the pressure – gauge reading corresponds to the working pressure and if it does not, replace the gauge and re-pressurize the extinguisher. Check the operation and calibration of the pressure gauge.
- Carry out a leakage test.
- Seal unit.
- Clean extinguisher and put a service label on with name and date.

2.3.3. Servicing of Hydrant:

- Open hydrant and allow water pressure to be released.
- Check main washer sealing at normal hand tension.
- Check gland for leaks.
- Check that the hose clip is in correct working order.
- Check condition of lip washer.
- Affix signed service label.

2.3.4. Servicing of Hose Reels:

- **Check the hose reel mounting bolts for corrosion and physical damage, check whether the frame is mounted in a secure manner and whether the reel operates freely.**
- Unwind reel completely and check condition of hose and physical damage.
- Check waterway and the waterway components for corrosion.
- Check operation of hose nozzle.
- Check condition of hose reel frame.
- **Close hose nozzle and switch on water supply at stopcock and check whether the hose is in an acceptable condition and is fitted in an acceptable manner and whether it can with stand the pressure in the supply main.**
- While hose is under pressure, check for leaks especially at gland.
- Ensure that waterway of the hose reel and the hose reel hose can with stand a test pressure of 2 000kpa for 3 minutes.
- Close stopcock, empty hose and rewind onto reel and ensure all operating parts operate with ease.
- Check operation of draw-off shackle and general condition of pipe work.

- Wipe hose reel and affix signed and dated service label.
- Affix anti tamper seal next to waterway with date on.

2.3.5. Maintenance:

- A combination of prescribed actions and measures that are taken by a competent person (see SANS 1475-1), intended to retain a fire extinguisher in, or restore it to, a state in which it can perform a required function.
- A combination of prescribed actions and measures that are taken by a competent person (see SANS 1475-2), intended to retain a fire hose reel or hydrant in, or restore it to, a state in which it can perform a required function.

3. Automatic Sprinkler Systems for Fire Fighting Purposes

3.1. Diesel Fire Engines

- 3.1.1. A diesel engine shall be capable of operating continuously on full load at the site elevation for 6 h with a rated output in accordance with BS 5514-3 and at least that specified in 5.5.1.2.(SANS 10287).
- 3.1.2. The engine shall:
 - 3.1.3. Be of the compression ignition mechanical injection type that starts without the use of wicks, cartridges, heater plugs or ether, at an engine-room temperature of 4 °C,
 - 3.1.4. Accept full load within 15 s from initiation of the start signal,
 - 3.1.5. Be naturally aspirated, super charged or turbo-charged, and
 - 3.1.6. Be either air-cooled or water-cooled.
 - 3.1.7. Have a governor to control the engine speed to within 4,5 % of the rated speed under any load condition and up to the full load rating,
 - 3.1.8. Be fitted with a device to measure running time, a tachometer, and a temperature gauge to indicate normal operating temperature,
 - 3.1.9. Have a manually operated shutdown mechanism, and
 - 3.1.10. run at or below the following maximum speeds:
 - 3.1.10.1. Two-cylinder or three-cylinder engine: 2 600 r/min;
 - 3.1.10.2. Four-cylinder naturally aspirated engine: 2 400 r/min;
 - 3.1.10.3. Four cylinder turbo-charged engine: 2 200 r/min;
 - 3.1.10.4. Six-cylinder naturally aspirated engine: 2 400 r/min;
 - 3.1.10.5. Six-cylinder turbo-charged engine: 2 200 r/min; and
 - 3.1.10.6. Any eight-cylinder engine: 1 800 r/min.
 - 3.1.11. Any manual device that is fitted to the engine and that could prevent the engine from starting shall return automatically to the normal position after it has been manually applied.

Should replacement of diesel engines be necessary sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official. The quote for replacement should include travel costs and commissioning of the unit.

3.2. Fire Pump House/room

3.2.1. Refer to SANS 10287: The guarantee will encompass servicing and maintenance of pump houses according to the latest SABS/SANS specifications.

3.3. Electric Motors

3.3.1. Electric motors shall:

- Be of squirrel-cage rotor design,
- Be continuously maximum rated in accordance with BS 5000-99, as in A1, wound class E insulation, and have a temperature rise not exceeding 75 °C above a maximum ambient temperature of 40 °C, when measured by the resistance method given in BS 5000-99,
- Conform to the dimensions given in SABS 1804-2, and
- Have three-phase windings suitable for a 50 Hz electrical supply.

3.3.2. The motor shall be accommodated in a totally enclosed fan-cooled enclosure.

3.3.3. Methods used for the cooling of electric motors shall comply with the requirements of SABS 1804-2.

3.3.4. Motors of power exceeding 3 kW shall have the ends of each winding brought out to six terminals in the terminal box, in accordance with SABS 1804-2, so that the motor can be star/delta started if desired. Motors of power less than 3 kW shall have the ends of three windings brought out to three terminals.

3.3.5. Starting of electric motors = SABS 1222.

Should replacement of electric motor be necessary, sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official.

LOAD CURRENT MEASUREMENT AND EARTH CONTINUITY:

- This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.
- Compare measured full load current with the nameplate value.
- Measure earth continuity: A500 Volt merger must be used for this test and results recorded on the service sheet.
- Batch certificates must be forwarded to the Department, attached to the relevant invoice.

Removal of electric motors for testing shall comply with the guidelines.

3.4. Electrical Installation & Repeater Panels

3.4.1. Separately switched power sub circuits shall be used to supply power:

- For alarm devices connected to pump(s) and for any mains failure alarm system, and
- For any pump that would be the first to come into operation because of a drop in the sprinkler installation pressure and any mains-powered low water pressure alarm system.
- The indicating equipment shall be mains-powered by an uninterruptible power system that complies with the requirements of SABS 1474.



3.4.2. Power supplies:

- Control and monitoring panels shall be designed for an electrical fault level of 31 mVA at 400 V, three-phase 50 Hz
- In the case of diesel engine drive controllers, the following shall apply:
 - All DC electrical components shall be capable of functioning effectively at the reduced voltage levels that occur during engine cranking; and
 - Relays shall not chatter on drop-out and solid state circuits shall not "switch" under reduced voltage conditions.
- The battery power supply for indicator panels or alarm systems shall not be supplied from the batteries provided to start the diesel engine(s).

3.4.3. Annunciator/repeater panels, indicator panels and associated components

- Annunciator/repeater panels and indicator panels shall be suitable for sprinkler use and shall be completely assembled, wired and tested by their manufacturers before being despatched from the factory.
- Each component of an annunciator/repeater panel or an indicator panel shall be clearly marked, in a position that will be permanently visible after installation, to indicate the identifying letter or number given to it in the wiring diagram.
- Labels for fuses shall indicate the function and the fuse rating.

3.4.4. Signalling devices

- Audible and visual signalling devices, such as sirens, bells, hooters, beacons and lamps, shall be suitable for sprinkler use.
- The signalling devices shall be suitable for operation from the battery that powers the annunciator/repeater panels.
- The audible range of audible signalling devices shall be adequate for the distance to be covered and for the noise environment of the location.
- Any device fitted to the installation with the purpose of reducing the frequency of false or intermittent alarms shall be suitable for sprinkler use.

3.4.5. Linking to general alarm systems

- If a sprinkler installation has a device or devices that will automatically operate electric-powered audible alarms for the purpose of communicating a general alert or the evacuation of the building, the device(s), the alarm, the linking control and the indicating equipment shall comply with the requirements of SABS 0400 and SABS 0139.

3.5. SERVICING OF ELECTRICAL COMPONENTS & PANELS.

Should replacement of electrical components be necessary, sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official.

3.5.1. Electrical components Inspection

This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.

- Check if the "FIRE ALARMS" and "PUMP RUNNING" alarms are registered at the control panel.



- Test the trunk main jockey pump by lowering the pressure on the pressure switch. Check if the "CUT IN" pressure is above the "CUT IN" pressure of the main pumps.
 - Repeat the above test on the electric and diesel pumps.
 - The electric pump must be isolated to test the diesel pump.
 - Engage engine stop valve and isolate the electric pump. Lower the pressure to start the engine.
 - The engine must crank for 15 seconds and dwell for a period of not more than 6 seconds.
 - The above cycle must repeat automatically for 6 seconds. If the engine has not started after the pre-set number of seconds, the cranking must stop and the "PUMP FAIL" indicator and alarm must be initiated.
 - Remove all dust and carbon from the panels.
 - Check if all indicators lamps and sirens are in a working condition.
 - Check if the phase failure indicators operate according to specifications. Isolate the panel and remove on fuse from the motor supply line. Restore the power and ensure that the power lamp does not illuminate and the pump does not start. Isolate the panel, replace the fuse and restore the power.
 - Check if repeater panels receive the same signals from the main panel.
- Check repeater panel lamps and switches for correct operation.

3.6. Pump sets

- 3.6.1. The performance characteristics of pump sets shall be such that the pressure drops progressively with the rate of demand, so that while being capable of providing the rate of flow and pressure required at the highest and most remote parts of the sprinkler installation, the output will be such as to provide for the excessive rate of discharge at the lowest level in the areas closest to the installation valves.
- 3.6.2. A duplicate pressure switch and starter device shall be provided for diesel engine-driven pumps.
- 3.6.3. The closed outlet valve pressure (under installed conditions) of a suction pump with the water supply at normal maximum level shall not exceed 1 000 kPa except in the case of high-rise installations.
- 3.6.4. In selecting pump characteristics, allowance shall be made for the following:
- 3.6.5. An increase in pressure at zero flow due to an increase in the shaft speed of the prime mover; and
- 3.6.6. An increase or a decrease in pressure due to variations in the water supply level at the pump suction flange.

3.7. Jockey pumps:

The jockey pump shall:

- Be of capacity not exceeding 40 l/min,
- Have a discharge pressure and flow that are sufficient to maintain the desired pressure in the sprinkler installation pressure, and
- Have steep head capacity characteristics to prevent excessive flow when pumping within the pressure operating range.



- The jockey pump shall start automatically when the pressure in the sprinkler installation has dropped to not less than 85 % of the normal pressure in the installation and shall shut off automatically when the sprinkler installation pressure has reached either the jockey pump churning pressure, or 1 000 kPa, whichever is lower.

3.8. PUMP INSPECTION:

This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.

- Check if pumps are generating the correct pressure.
- Check if there is a steady drip of water from the glands and adjust.
- Check if the gland bowl drains are clear of obstructions.
- Check for any corrosion, remove and repaint corroded parts.
- Check if the "FIRE ALARM" and "PUMP RUNNING" alarms are registered at the control panels.
- Ensure that the trunk main pressure is as required to allow controls to reset.

3.9. Booster pumps:

- Start the booster pumps.
- Check if there is a steady drip of water from the glands, and adjust.
- Check for any corrosion, remove and repaint corroded parts.
- Batch certificates must be forwarded to the Department, attached to the relevant invoice.
- Removal of diesel engines for testing shall comply with the guidelines.

Should replacement of pumps be necessary sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official.

3.10. Sprinklers

3.10.1. Sprinkler pipework

- Steel pipes that comply with the requirements of SANS 62-1 or SANS 62-2 (subject to a minimum wall thickness of 3,25 mm), provided that:
 - i. They are at least equivalent to medium grade steel tube, or
 - ii. when downstream of the installation control valve, they are at least equivalent to medium grade black steel tube;
- Fabricated flanged steel pipes and fittings used upstream of the alarm valve above ground and that comply with the requirements of SABS 1476;
- Shouldered-end pipes, fittings and couplings that comply with the requirements of SABS 815;
- Black polyethylene pipes installed below ground and that comply with the requirements of SABS 533-1 or SABS 533-2 (or both);
- Malleable cast iron pipe fittings that comply with the requirements of SABS 509;



- Cast iron fittings for fibre-cement pressure pipes that comply with the requirements of SABS 546;
- Cast iron fittings and couplings for shouldered-end pipes that comply with the requirements of SABS 815
- Fibre-cement pressure pipes that comply with the requirements of SABS 1223;
- Polypropylene pressure pipes and fittings installed below ground and that comply with the requirements of SABS 1315; pressurised concrete pressure pipes that comply with the requirements of SABS 975;

Note: All flanges and bolts shall be suitable for fire sprinkler use.

3.11. Batteries & Chargers

3.11.1. Batteries

- Batteries shall be suitable maintenance-free lead-calcium batteries.
- Batteries not used for the automatic starting of diesel engine-driven pumps, when fully charged and disconnected from the charger, shall be of sufficient capacity to monitor all specified circuits for at least 48 h, followed by 1 h in fully operational alarm condition.
- Any battery used for an automatic power failure alarm shall not be used for the automatic starting of a diesel engine-driven pump or for any purpose other than protection against fire.
- The battery shall accommodate the method of charging, have an expected life of approximately four years but at least three years, and be capable of providing 3 min of continuous cranking, or 12 cycles of cranking of a cold engine at 4 °C, depending on the method of starting.

3.11.2. BATTERY TESTING

- This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.
- The level of electrolyte in each cell is to be checked and replenished with distilled water or battery acid with a specific gravity of not more than 1260. Battery acid must be used when specified gravity is below 1200. The specific gravity for each cell to be checked and all readings recorded on the sheet. If there is a wide variation in the recordings, an equalizing charge must be carried out on site. Batteries may not be removed for charging purposes.
- Dirt and corrosion to be cleaned from batteries and terminals. Recode and connect terminal with copper compound.
- Ensure battery charger delivers a proper charging current.
- Batch certificates must be forwarded to the Department, attached to the relevant invoice

3.11.3. Battery chargers

- Automatically adjust the charging rate to suit the state of the battery,
- Operate on short-circuit,
- Operate even when the battery is totally flat,
- Be of constant voltage, and limited current,



- Float a fully charged battery continuously,
- Be protected against damage when an attempt is made to charge a reverse connected battery, and
- Initiate an alarm when the charger output has failed.

Note: – Battery chargers that comply with the requirements of SABS IEC 60335-2-29 are deemed suitable for sprinkler use (please comply with this requirement).

3.11.4. Maintenance:

Note: All components that make up the sprinkler system are to follow the below mentioned requirements (MAINTENANCE GUIDELINES):

a) Servicing and full maintenance guarantee.

Test the component completely. The guarantee will encompass the servicing and maintenance of various types of the component in question (Diesel engine, electric motor, etc) according to the latest SABS/SANS specifications.

b) Removal of components from the building to service provider's yard for maintenance or repairs.

No components shall be removed or returned to site by the Contractor unless the necessary removal and return from site form has been completed, signed and stamped by the User Department.

Failure to comply with this requirement should a discrepancy arise of valves not being returned to site, the Contractor will be held responsible for the replacement of the valve in question, at his/her cost.

c) Damaged units.

Should any components be found damaged on site, this is to be recorded on the removal from site and the Department notified by email with cost implication, so that the necessary repair order can be issued.

d) Invoicing.

NO service, maintenance/repair invoice will be processed for payment unless the following documents are fully completed and attached:

- Service record sheet. (Compulsory)
- Pressure test certificate. (Where required/applicable).
- Certificate of Compliance (where required/applicable).
- Inventory list (Compulsory)

NO repair / service invoice will be processed for payment unless all the above are complied with.

3.12. SERVICING OF VALVES

This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.

- Check the isolating control valves.
- Check the alarm gong.
- Check the false alarm prevention pump.
- Check operation and condition of pressure gauges.
- Service the "CLANK".



- Rotate hand-wheel several times to ensure the spindle and wedges is free.
- Grease the spindle and adjust the gland.
- Check operation of indicator apparatus.
- Drain the system and re-fill.

Should replacement of valves be necessary, sufficient motivation (in writing) should be provided along with the costs and pictures depicting the recent state of the valve(s) for approval by the relevant DPWI Official.

4. Fire Detection and Alarm Systems

On appointment of a new maintenance organization:

- A special inspection of the existing EVC system should be commissioned, including the records in order to produce a plan for effective maintenance of the system;
- Areas of non-conformity should be documented and identified to the responsible person and, although the degree of a non-conformity is subjective, the following non-conformities should be regarded as requiring resolution:
 - Calls cannot be established from outstations to master station(s);
 - Intelligible two-way conversation is not possible between the master station(s) and outstations;
 - The system does not fully operate when the primary power supply is removed;
 - Secondary power supplies that fail to conform to relevant SANS/SABS
 - Cabling with fire resistance that fails to conform to relevant SANS/SABS
 - Monitoring for faults of circuits that fail to conform to relevant SABS/SANS
 - Standards of electrical safety that fail to conform to relevant SABS/SANS

NOTE not all non-conformities need to be rectified; this is a matter for the user to determine, based on the advice of the maintenance organization, the enforcing authorities, the insurer and any third-party advisers engaged by the user, as appropriate.

If no logbook suitable for enabling conformity exists, the maintenance organization should provide a suitable logbook.

4.1. Arranging repair of faults and/or damage:

- Where maintenance is carried out by a third party there should be an agreement for emergency call out to deal with any fault or damage that occurs to the system and this agreement should be such that, on a 24-hour basis, a technician of the maintenance organization can normally attend the premises within eight hours of a call from the user;
- The user should record all faults or damage in the system logbook, and arrange for repair to be carried out as soon as possible.

For modification work, regardless of whether it is carried out on site or remotely the following should be noted:

- The responsibility of modifying an EVC system should rest with a person who is competent in the principles of EVC system design, and is conversant with this standard and the installed system, with access to the as-fitted drawings;
- Before modifying an EVC system, care should be taken to ensure that the proposed modifications do not detrimentally affect the conformity of the system to fire safety legislation;



- The responsible person should be aware of and agree in writing any modifications proposed for the system;
- All components, circuits, system operations and site-specific software functions known to be affected by the modifications should be tested for correct operation following the modifications; in particular:

On completion of the modifications, all as-fitted drawings and other relevant system records should be updated as appropriate;

On commissioning of the work and completion of the tests, a modification certificate should be issued, confirming that the work has been carried out in accordance with the recommendations of this standard, or identifying any variations.

Where responsibility for the conformity, or otherwise, of the modified system to the recommendations of Section 2 of this standard rests with any person other than the organization carrying out the modification, that person should sign the appropriate section of the modification certificate and make it available with the system documentation.

4.2. After a fire

Every outstation, master station and repeater that might have been affected by the fire should be inspected and tested in accordance with the SANS/SABS Standards.

A visual examination and suitable tests should be carried out on all other parts of the system that lie within the fire area and other areas affected by corrosive smoke from the fire and that might have been damaged by the fire (e.g. power supplies, master stations and cable). Where there is evidence of damage, suitable action should be taken.

Circuits external to the master station(s) that might have been affected by the fire should be tested for correct operation on completion of the work, any defects found should be recorded in the system logbook, and the responsible person notified accordingly.

After long periods of disconnection of the EVC system, inspection and testing should be carried

4.3. Logbook

The following information should be recorded in the logbook:

- The name of the responsible person;
- Details of the maintenance organization;
- Brief details of maintenance arrangements;
- Dates, times and types of all tests;
- Dates, times and types of all faults and defects;
- Dates and types of all maintenance (e.g. maintenance visit or non-routine attention).



SCHEDULE FOR PARTS TABLE 1-10

SUMMARY OF PRICE SCHEDULE

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

SUMMARY OF PRICE SCHEDULE

Table No	Description	3-Year Total (ex VAT)
1	DCP/STP/CO ² EXTINGUISHERS	R
2	STEEL CIMA/NATEX/BLUE CRANE/DCP EXTINGUISHER SPARES	R
3	FOAM / WATER ACCESSORIES/DCP EXTINGUISHER SPARES	R
4	FIRE BLANKETS/HOSE REEL/HYDRANT	R
5	LAYFLATS, INSTANTANEOUS COUPLINGS, CABINETS, SIGNS	R
6	SIGNS	R
7	SIGNS	R
8	SIGNS, FIRST AID, GAS SUPPRESSION	R
9	Detection System Spares, Service of Sprinkler Systems, Sprinkler Control Valves Motors & Pumps	R
10	Sprinkler System & Control Valves, MISCELLANEOUS ITEMS, LABOUR RATES	R
11	Subtotal (Tables 1–10)	R
12	Provisional Amount	R1,000,000.00
13	Total excl. VAT	R
14	VAT @ 15%	R
15	Total incl. VAT	R

VAT Registration No : _____ (if applicable)

Grand total to be carried over to DPW 07 (FM) Offer and Acceptance form in document failing to do so will deemed to be a non-responsive bid.

NAME OF Bidder:	
ADRESS:	
CONTACT DETAILS:	
Email:	

SIGNED _____

DATE _____



PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: PT25/014

Bid/ Project Description: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

Paste Pricing Schedule of Bill of Quantities here



DRPW – 03 (EC) TENDER DATA

Bid no: PT25/014

Bid/ Project Description: Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

Paste Tender Data here

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

☐ YES ☐ NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(³) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

For External Use



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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

For External Use



- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



	Name	Capacity	Signature
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Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

Postal Code _____



Postal Address:

Postal Code

Telephone number:

Fax number:

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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



Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.		
Tender / Quotation no:	PT25/014	Reference no:	ADD-2025/203

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: N/A

Venue: N/A

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.		
Tender / Quotation no:	PT25/014	Reference no:	ADD-2025/203

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: PT25/014

Name of Tenderer

☐ EME² ☐ QSE³ ☐ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	Service, repair and maintenance of Fire Equipment, Sprinkler Systems, Fire Detection and Emergency Doors for the period of 36 months in Area-2.		
Tender / Quotation no:	PT25/014	Closing date: Tuesday, 03 February 2026	Time: 11H00

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						



1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer	Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any Account or statement which is in the name of the Bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and - Medical Certificate indicating that the disability is permanent or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit must not
be used for Construction/
CIDB related projects/
services.

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

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



3. I hereby declare under Oath that:

☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

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

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

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

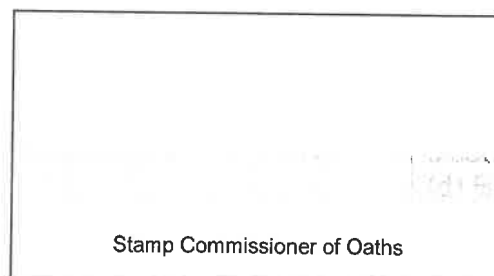
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

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



I hereby declare under Oath that:

☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

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

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____
Day/ month / year

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

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

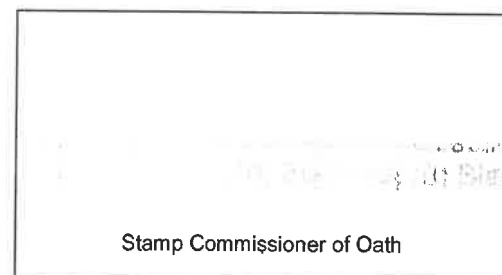
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



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

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

This affidavit
must be used
 for Construction/
 CIDB related
 projects/ service
only

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2) I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

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

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

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

- o Black Youth % _____ %
- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %

o Black Military Veterans % _____ %

4) Based on the Financial Statements/Management Accounts and other information available on the

latest financial year-end of 2014/2015 of 2015, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

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

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

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

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

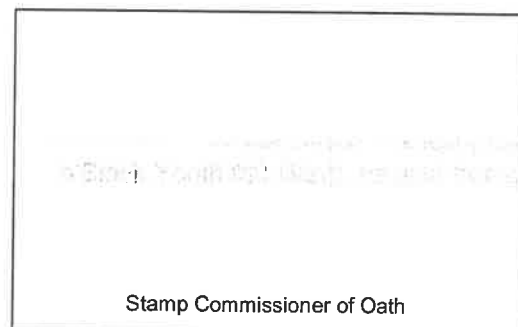
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp





FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1



PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

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



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

2. INTERPRETATION

- 2.1. *In this Contract, except where the context otherwise requires:*
- 2.1.1 *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2 *The singular includes the plural; and vice versa*
- 2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*



- 2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4. *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*
- 2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. DURATION

- 3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*
- 3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*
- 3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. *The Employer shall give access to or supply the Service Provider with:*
 - 4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*
 - 4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*
- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*



- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. SERVICE MANAGER

- 6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*
- 6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*
- 6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*
- 6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

7. SECURITY

- 7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*
- 7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

- 9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in*



any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
 - 9.2.1 *the Employer shall be entitled to cancel the Contract*
 - 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
 - 9.2.1 *employees, officers and directors of the Service Provider; and*
 - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
 - 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
 - 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*
10. **AMBIGUITY IN DOCUMENTS**
 - 10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*
11. **INSURANCES**
 - 11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*
12. **ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**
 - 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
 - 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
 - 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*



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

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

13. PROGRAMME

13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*

13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*

13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*

13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

14. SUBCONTRACTING

14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*

14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*

15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. COMPLIANCE WITH LEGISLATION

16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*

16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*



- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*

16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*

- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

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

17. **REPORTING OF INCIDENTS**

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

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

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

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

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

18. **NUISANCE**

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

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

19. **MATERIALS, WORKMANSHIP AND EQUIPMENT**

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

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

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



- 19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

- 20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;
- 21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.
- 21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

- 22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.
- 22.2. No variation by the Employer of whatever nature shall vitiate the Contract.
- 22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.
- 22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.



- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed; and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*
23. **IDENTIFIED PROJECTS**
- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
 - (b) *state the due commencement and completion dates of the relevant Identified Project;*
 - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties; and*
 - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*



23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

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

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

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

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

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

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

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

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

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

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

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

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense,



take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

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

- 23.12 *Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.*
- 23.13 *Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.*
- 23.14 *Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

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

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

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

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

- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

26. PAYMENTS

26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*

- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*

26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*

26.2.2 *adjustments in terms of the pricing data;*

26.2.3 *additional work rendered by the Service Provider;*

26.2.4 *CPAP adjustment where stated in the Contract Data; and*

26.2.5 *VAT. Vat will be indicated separately in all documents.*

- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*

- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*

- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*

- i. *Deductions for penalties;*
- ii. *Deductions for overpayments;*
- iii. *Deductions for retention*
- iv. *Deductions for damages.*

- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*

- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*

- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*

- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*

- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*



26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. RELEASE OF SECURITY

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

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

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or

(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

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

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

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

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

28. OVERPAYMENTS

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

29. COMPLETION



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

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

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

29.3.1 The Guarantee shall be returned, if applicable.

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

30. ASSIGNMENT

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

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

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of

any copyright or any other intellectual property right in connection with the work outlined in this Contract.

- 32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

33. BREACH OF CONTRACT

- 33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

33.1.2 To terminate this Contract without prejudice to any other rights it may have;

33.1.3 To suspend further payments to the Service Provider;

33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.

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

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

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

34. STOPPAGE AND/OR TERMINATION OF CONTRACT

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

35. DISPUTE RESOLUTION

35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.

35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.

35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.

35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.

35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.



35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.

35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.

35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.

35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.

35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.

36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. DOMICILIUM CITANDI ET EXECUTANDI

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

37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.

37.3 Any notice in terms of the conditions of the Agreement must either be:

37.3.1 delivered by hand during normal business hours of the recipient; or

37.3.2 sent by prepaid registered post to the address chosen by the addressee.

37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:

37.4.1 if hand-delivered on the date of delivery;

37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.

37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.



- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.