

ESWATINI COMMUNICATIONS COMMISSION



REQUEST FOR TENDER

ELECTRONICS

TENDER NUMBER: ESCCOM/TS/002/2022-2023/1902AV

**TENDER NAME: AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM
HEAD OFFICE DEVELOPMENT**



TENDER CONDITIONS & INSTRUCTIONS

AV & VIDEO CONFERENCING SYSTEM INSTALLATION

ESCCOM OFFICE DEVELOPMENT

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SECTION 1 TENDER CONDITIONS & INSTRUCTIONS



1.1 GENERAL

This document shall consist of pages numbered consecutively from page 1 to the last page with the prefix denoting the chapter number as indicated in the table of contents. The tenderer shall check the number of pages and should there be any missing or should there be any doubt or obscurity as to the meaning of any particular item or description, he shall inform the Engineer immediately and have the same rectified or explained, as no liability will be admitted in respect of errors in the Tender due to the foregoing.

All Drawings and Specifications shall remain the property of the Principal and shall be returned whether a tender is submitted or not. Failure to comply with this condition shall render a Tender liable to disqualification.

1.2 COMPLIANCE WITH CONDITIONS & INSTRUCTIONS

The Tenderer shall carefully examine all instructions, conditions, forms, terms, specifications and drawings in the tender documents. The Tenderer shall be solely responsible for meeting the requirements of the tender and for any omission or errors in his responses. Failure to furnish all information required by the tender or the submission of a tender that is not responsive to the tender in every respect, will be at the Tenderer's own risk and may result in rejection of his tender.

1.3 DESCRIPTION OF THE WORKS

The construction site of the works is in Ezulwini, on Portion 11 of Farm 850.

The Works covered by this sub-contract consist of, but are not exclusively herein described: -

- i) Audio Visual System,
- ii) Video Conferencing system
- iii) PA & Emergency Evacuation System.

1.4 TENDER DOCUMENTS

The Tender Documents consist of the documents described below together with any addenda thereto issued in accordance with Clause 1.10 hereinafter:

- Instructions to Tenderers
- JBCC Subcontract Agreement Form
- Appendix to Tender
- Schedules of Information
- Deed of Suretyship
- General Conditions of Contract
- Special Conditions of Contract
- Standard Specification
- Project Specification
- Preamble to Schedule of Quantities
- Schedule of Quantities
- Drawings

1.5 COMPLETION OF TENDER DOCUMENTS

The Form of Tender shall be signed and witnessed and all information required herein shall be inserted by the Tenderer.

The Schedule of Rates shall be **fully completed** and priced in Emalangeneni.

1.6 COMPLETION OF SCHEDULE OF QUANTITIES



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Each item in the Schedule of Quantities shall be priced by the Tenderer. The rate or price for each item shall include the cost of executing the work and fulfilling the obligation described in the item. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by other rates and prices in the Schedule.

In terms of the Vat Tax Act (No 12 of 2011) as amended, Tenderers will be deemed to have included in their tender rates, an allowance for Vat Tax which may be payable on the purchase of any goods incorporated in such rate. No additional claim will be considered for the recovery of Vat Tax by the Contractor on any item purchased, or any service rendered during the Contract.

Preliminary and General items should not exceed fifteen (15%) percent of the total cost of the measured works. If this percentage is exceeded the Employer reserves the right to reject the Tender.

In the event of conflict between the Instructions to Tenderers and the Preamble to the Schedule of Quantities then the latter shall take precedence.

1.7 AUTHORITY OF TENDER

The Form of Tender must be signed by one duly authorised to do so and evidence of the authority of the signatory must be provided. A Tender submitted by a corporation must bear the seal of the corporation and be attested by its Secretary.

1.8 NO ALTERATIONS

No alterations shall be made in the Tender, Schedule of Quantities or other documents and the Tender shall comply entirely with the terms of the Tender Documents.

1.9 COPYING ERRORS

There shall be no erasing or overwriting and any mistake which is corrected shall be initialled by the Tenderer.

1.10 ISSUE OF ADDITIONAL DOCUMENTS

If for any reason during the Tender period it becomes necessary to vary the Tender Documents, an Addendum will be issued to all Tenderers. Addenda will be numbered consecutively commencing with No.1 and Tenderers are required to insert the appropriate numbers in paragraph one of the Form of Tender.

Should any Tenderer have questions to ask or be in doubt about the meaning of the Tender Documents, he should refer them in writing (which will be deemed to include facsimile transmission) to the Engineer. Questions submitted will be consolidated at intervals and issued, together with answers, to all Tenderers. The questions and answers as issued will give no indication of which Tenderer raised the questions. Questions and answers will not form part of the Tender or the Contract. If, arising from a question, it is necessary to vary the Tender Document, an Addendum will then be issued in accordance with the above procedure.

1.11 INCOMPLETE TENDERS

Tenderers must submit offers for the whole of the Works. Tenders submitted for separate sections only or Tenders that are incomplete will not be considered.

1.12 INSPECTION OF SITE OF WORKS

The Tenderer is advised to visit and inspect the place where the contract is to be executed and its surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.



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The costs of visiting the site are to be borne by the Tenderer.

Mandatory site inspection is scheduled to be on Wednesday, 28th September 2022 at 10:00 hours (CAT), at the construction site in Ezulwini.

The site is live and active. All Tenderers are expected to be in full personal protection equipment or they will not be allowed to attend the site inspection.

1.13 INFORMATION TO BE SUBMITTED WITH TENDER

The Tenderer must submit the following information with the Tender:

- a) Technical and Financial Proposal (In separate Sealed Envelopes, **1 original hard copy and 1 soft copy in a flash drive PDF format, per proposal**) The two envelopes must be enclosed in a sealed outer envelope.
- b) Proof of registration with Construction Industry Council (CIC) (**ESb-1 to ESb-4 and JVESb-1**)
- c) Certified Copy of Valid Labour Compliance Certificate
- d) Original Valid Tax Compliance Certificate
- e) Certified Copy of Valid Trading License
- f) Certified Copy of Valid SNPF Compliance Certificate
- g) Certified Copy of Valid Form J & Form C
- h) Recent Police Clearance for all directors and shareholders as listed in Form C, valid for six (6) months.
- i) Certified copies of Identity Documents for all directors and shareholders as listed in Form C Proof of Workmen's Compensation
- j) Company Profile with CVs of key personnel
- k) Company audited financial statements for the past three years or since inception
- l) At least three reference letters from previous project Engineers.
- m) Project implementation plan in the form of a **General Method Statement** which should include the following:
 - Procurement Plan
 - Work Plan up to Commissioning Stage

Please note: The documents/items listed above that form Responsiveness of Tender Assessment (see Table 1 in Section 1.14.1) **are mandatory documents.**

Omission of any of the listed mandatory documents may result in automatic disqualification of the tenderer.

1.14 EVALUATION OF TENDERS

Tenderers are advised that, in the comparison of Tenders, the Employer is not bound to accept the tender containing the lowest rates, the lowest overall price, or any other Tender.

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:

There are five components in the tender evaluation process, four of which are non-financial and the last one being financial. Please note that the technical will be evaluated before the financial and only qualifying technical proposals will undergo financial evaluation.

1.14.1 EVALUATION OF TECHNICAL PROPOSALS

The technical assessment will establish whether the tender meets the requirements set out in the specification and, if not, the significance of any variation from that specification.

The four technical (non-financial) tender evaluation processes are set out below:



1.14.1.1 Responsiveness of Tender Assessment

This will determine whether:

- i. All required documentation and information have been submitted;
- ii. Tender documents have been appropriately signed and authorised in the form of a covering letter;
- iii. The document has been submitted in the correct format; and
- iv. The correct number of legible copies has been submitted.

1.14.1.2 Resources and Capability Assessment

This will address the experience of the Tenderer as well as the capability and qualifications of the key personnel who will be operating under the contract, including the management and supervisory backup. Where appropriate, reference checks are essential and must cover aspects such as:

- a. The Tenderer's track record: i.e. past performance of similar contracts; industry knowledge;
- b. The availability of trade references (A list of at least three suitable references is to be provided to support this process);
- c. The contractors managerial and expertise capacity (as evidenced by sound management practices as well as qualifications, experience and extent of involvement/availability of key personnel and supervisory staff) to deliver the services. **Please note: The Tenderer will not be allowed to substitute a member of the proposed project staff without written consent from the client. Any substitution must be of similar qualification and experience.**
- d. Project implementation plan.

1.14.1.3 Risk Assessment

The assessment will establish all risk factors which may be prejudicial to the ESCCOM and performance of the contract. This may include ascertaining the integrity and general conduct in business dealings, professional conduct of the tenderer's directors and senior management; compliance with the law and encumbrances which may hinder due performance under the contract. This may involve investigations into whether any of the directors and senior managers have criminal records in connection with corruption, fraud, theft or forgery; financial track record of the tenderer, etc.

1.14.1.4 Promotion of Swati Business

This criterion shall determine the extent to which ownership of the business is vested in Swati citizens and/or the extent to which the Tenderer will:

- a. Encourage Swati citizens to be involved in the business;
- b. Improve levels of Swati citizens' participation in ESCCOM business;
- c. Enhance economic development for Swati citizens;
- d. Increase the numbers and types of Swati business activities in the area;
- e. Promote opportunities for employment of Swati citizens and
- f. Promote business enterprise development for Swati citizens.

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Table 1: Summary of Tender Evaluation Criteria

1.0	Responsiveness of Tender Assessment (Mandatory)	
	Criteria Elements	Criteria Weighting Factors
1.1	Technical and Financial Proposal (In separate Sealed Envelopes with correct number of legible copies)	Omission of any of the listed mandatory documents may result in automatic disqualification of the tenderer.
1.2	Proof of registration with Construction Industry Council (ESb-1 to ESb-4 and JVESb-1)	
1.3	Certified Copy of Valid Labor Compliance Certificate	
1.4	Original Valid Tax Compliance Certificate	
1.5	Certified Copy of Valid Trading License	
1.6	Certified Copy of Valid SNPF Compliance Certificate	
1.7	Certified Copy of Valid Form J & Form C	
1.8	Recent Police Clearance for all directors and shareholders as listed in Form C, valid for six (6) months.	
1.9	Certified copies of Identity Documents for all directors and shareholders as listed in Form C	
1.10	Proof of Workmen's Compensation	
2.0	Resources and Capability Assessment	
	Criteria Elements	Criteria Weighting Factors
2.1	Financial Stability	
	• Bank Letter	3
	• Audited Financial Statements (past 3 years)	6
2.2	Plant & Equipment: Proof of ownership and/or Letter of Lease: • 2 x Light Duty Vehicle (LDV) • 1 x Complete Toolbox • Cable testers (See Annexure I)	8
2.3	Company Profile with CVs of key personnel: Staff: who have been involved in or worked on similar projects - Please attach proposed project organogram and project staff CVs. • At least one (1) Director (Minimum Diploma in Electronics/ICT Engineering and 5 years' experience) • At least two (2) technicians (Minimum for each: Diploma in Electronics/ICT Engineering and 5 years' experience). At least one technician should have speciality in Sound and Video Systems installation. • A Contracts Manager (Minimum: Diploma in Electronics/ICT Engineering and 5 years' experience) (See Annexure H)	21



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2.4	Details of work of a similar nature that the sub-contractor has executed during the last three years: complete with description, date, cost and contact details of client. (See Annexure G) Tenderer to provide at least three reference letters from previous project Engineer.	14
2.5	Details of work of a similar nature that the sub-contractor is currently engaged in: complete with description, date, cost and contact details of client. (See Annexure E)	9
2.6	Project implementation plan in the form of a General Method Statement which should include the following: <ul style="list-style-type: none"> • Procurement Plan • Work Plan up to Commissioning Stage • Post implementation technical support: service & maintenance. 	14
	SUB-TOTAL SCORE	75
3.0	Risk Assessment	
	Criteria Elements	Criteria Weighting Factors
3.1	All risk factors which may be prejudicial to ESCCOM and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer's commitment in other projects	4
3.2	Size of the tender in relation to the size of the company in order to determine ability to complete the tendered works	3
3.3	Ascertaining the integrity and general conduct in business dealings, professional conduct of the Contractor's directors and senior management	2
3.4	Circumstances which may expose ESCCOM and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor's directors and management etc.	2
	SUB-TOTAL SCORE	11
4.0	Promotion of Swati Business	
	Criteria Elements	Criteria Weighting Factors
4.1	Degree to which ownership of business vests with Swati citizen(s) (Illustrated in Form J and Form C, including certified copies of national identity cards)	3
4.2	Degree to which business is managed by Swati citizen(s)	3
4.3	Extent to which the Tenderer will:	
	• Encourage more Swati citizens to be involved in the business	3
	• Encourage the impartation of technical and business skills to Swati citizens	3
	• Promote opportunities for employment of Swati citizens	2
	SUB-TOTAL SCORE	14
	TOTAL	100

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Please note the following:

- The price/cost of each of the technically compliant proposals shall be considered only after the evaluation of the above technical criteria.
- A tender which obtains less than 70% of the total points allocated to Criterion 2 to 4 (Resources and Capability Assessment, Risk Assessment, and Promotion of Swati Business) shall be deemed to be non-responsive and eliminated from further evaluation.

1.14.2 EVALUATION OF FINANCIAL PROPOSALS

Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Eswatini on the day of the latest submission date of the tender. Evaluation will take place in Lilangeni (SZL) only

1.14.3 EVALUATION OF QUALITY COST BASED PROPOSALS

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are:

T = 0.7

P = 0.3

1.15 TRADING LICENCE AND TAX CLEARANCE CERTIFICATE

Tenderers should attach to their tenders a valid trading licence in the name of the tendering company. Tenderers should note that in accordance with Income Tax (Clearance Certificate) Regulations 1988, all persons tendering for provision of goods or services in excess of E 5,000.00 to Government or parastatal bodies, with effect from 1st April 1992 are required to produce Tax clearance certificates for Government tender in the name of the tendering company.

The absence of this document will constitute immediate disqualification of the company's tender.

1.16 PURCHASE OF TENDER DOCUMENTS

Documents will be supplied on cash payment or proof of bank deposit (Account details below) in the sum of **E1000.00 (One thousand Emalangeni)** at **ESCCOM** Offices, Sibekelo Building 4th Floor North wing Mbabane. **The deposit is non-refundable.**

Account Name: Eswatini Communications Commission

Account Number: 020000610039

Type of Account: Call

Branch Code: 360164

Branch Name: Mbabane

Swift Code: NESWSZMX

1.17 COLLECTION OF TENDER DOCUMENTS

Tender documents are to be collected from ESCCOM from Friday 16th September 2022 until Wednesday 28th September 2022.

1.18 INSURANCES

The Tenderer's attention is drawn to Clause 10 of the JBCC General Conditions of Contract.



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In addition, Tenderers are advised that there is a Statutory obligation in Eswatini to comply with the "Insurance Proclamation of 1973" and that the Eswatini Royal Insurance Corporation is the sole legal insurer operating in Eswatini.

The general terms of the insurance policy (ies) with any modifications thereto will be agreed between the Employer and the selected Tenderer prior to the issue of the Letter of Acceptance in accordance with the Conditions of Contract.

1.19 LANGUAGE OF THE TENDER

All correspondence in connection with the Tender shall be in the English Language.

1.20 LAWS OF ESWATINI

Tenderers are advised to familiarize themselves with the laws and regulations in force in Eswatini, especially those relating to Immigration, Customs and Excise, Tax (Income and Corporate), Labour and Health and Arbitration.

1.21 TENDER VALIDITY

Tenders shall remain valid and open for acceptance for ninety (90) days from the tender submission date.

In exceptional circumstances, prior to the expiry of the original tender validity period, the Employer may request a specified extension in the period of validity. The request and the response thereto shall be made in writing or by facsimile. A tenderer may refuse the request. Tenderers agreeing to the request will neither be required nor permitted to modify their tenders.

1.22 SUBMISSION OF TENDERS

As set out hereunder the original copy of the Form of Tender is to be submitted and is to comply with the following instructions.

The Form of Tender, completed and signed in all respects together with the information required by Clause 1.14 hereof must be sealed in an envelope or package marked "TENDER".

The tenderer must submit the following documents on separate sealed envelopes:

1 original hard copy and 1 soft copy in a flash drive PDF format, of the Technical Proposal and;

1 original hard copy and 1 soft copy in a flash drive PDF format, of the Financial Proposal.

All Tender Documents shall be addressed to:

The Tender Board

Eswatini Communications Commission

Mbabane Office Park

Mbabane

Eswatini

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The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in **SEPARATE SEALED ENVELOPES** marked:

TECHNICAL PROPOSAL

TENDER No. ESCCOM/TS/002/2022-2023/1902AV

TENDER Name: AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT

And:

FINANCIAL PROPOSAL

TENDER No. ESCCOM/TS/002/2022-2023/1902AV

TENDER Name: AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT

Respectively,

The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:

TENDER No. ESCCOM/TS/002/2022-2023/1902AV

TENDER Name: AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT

Do Not Open before 12:00 hours (CAT) on 28th October 2022

The envelope or package shall carry no indication whatsoever of the name or mark of the Tenderer nor any other means of identification.

No Tender delivered after the stipulated time, from whatever cause arising will be considered. No telegraphic Tenders will be accepted.

Failure to mark the envelope clearly and accurately may result in rejection of the application.

The Proposal should be deposited in the Tender Box situated at **the Eswatini Communications Commission, Mbabane Office Park MBABANE, by 12:00 hours (CAT) on 28th October 2022.**

1.23 DEADLINE FOR SUBMISSION OF TENDERS

Tenders shall be received by the Agent on behalf of the Employer at the address specified and no later than the time stated in the Letter of Invitation.

The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 17 of the General Conditions of Contract, in which case all rights and obligations of the Employer and Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer in accordance with this Clause will be returned unopened to the Tenderer.

1.24 PRIMARY POINT OF CONTACT

Tenderers shall note that during the period from receipt of the RFT until the completion of the evaluation as indicated to the tenderers by ESCCOM, all queries shall be communicated via the contact below, no direct contact shall be made with any known member of the evaluation team.

Clarifications may be requested in writing (email only), but not later than **20th October 2022**. The address for requesting clarifications is: **tenders@esccom.org.sz**

1.25 TENDER OPENING

Technical Proposals will be opened by the ESCCOM Tender Board in the presence of the bidders' representatives who choose to attend at 12:00 hours (CAT) on 28 October 2022 at Eswatini Communications Commission Offices, Mbabane Office Park Mbabane after the submission deadline. Tenderers will be notified of the result once the adjudication is complete. Tenderers who pass the technical proposal evaluation stage will then have their financial proposals evaluated.



1.26 MODIFICATION OF TENDER

Any Tenderer has the right to withdraw, modify or correct his Tender after it has been delivered to the Employer provided the request for such withdrawal, modification or correction is received at the address given in Clause 1.22 hereof either in writing or by facsimile before the closing time on the date set for submission of Tenders. Any withdrawal, modification or correction made or facsimile will only be valid if confirmed by registered letter mailed before the said date. The original Tender as amended by such written or facsimile communication will be considered as the Tenderer's offer. The Employer may ask any Tenderer for a clarification of his Tender. Nevertheless, no Tenderer will be permitted to alter his Tender after the Tenders have been opened. However, clarifications which do not change the Tender Rates and Price may be accepted.

1.27 TENDER DOCUMENTS CONFIDENTIAL

All recipients of the Tender Documents (whether a Tender is submitted or not) shall treat the details of the Documents as private and confidential.

1.28 EXPENSES OF TENDER

The Employer will not be responsible for or pay for expenses or losses which may be incurred by the Tenderer in the preparation of the Tender or in visiting the site in connection therewith.

1.29 REJECTION OF TENDERS

The Tender of any Tenderer who has not conformed to the foregoing conditions may not be considered.

1.30 UNDUE INFLUENCE

Tenderers are not to offer, promise or give any person connected with the Tender or the awarding of the Contract any gratuity, reward, bonus, discount or consideration of any kind in connection with the obtaining of the Contract, or to communicate with any member of the Engineer's or Employer's organisations on any question affecting the awarding of the Contract during the period between the Tender closing date and the Contract award date. Any real or attempted contravention of this condition which comes to the attention of the Employer will result in action being taken against the party concerned and rejection of the relevant Tender.

1.31 INSTRUCTIONS NOT FORMING PART OF CONTRACT

These Instructions to Tenderers shall not form part of the Contract. They are intended only to aid Tenderers in the preparation of their Tender.

1.32 NOTICE OF INTENTION TO AWARD CONTRACT

Following the contract award decision, the Commission shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores.

The notice shall be-

- (a) sent directly to all tenderers who submitted tenders by letter and/or email; and,
- (b) published on the Eswatini Public Procurement Regulatory Authority (ESPPRA) website.

ESCCOM shall allow a period of at least ten (10) working days to elapse from the date of despatch and publication of the notice before a contract is awarded.

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1.33 TENDER TIMELINE

ESCCOM aims to conclude the Tender phase of procurement by November 2022, and all stages are summarized in Table 2.

Table 2: Summary of events in Tender stage

	Event	Required By
1	Tender issue date	16 September 2022
2	Compulsory site inspection	28 September 2022
3	Tenderers' Questions: Tenderers' may submit questions via email: tenders@esccom.org.sz	16 September 2022 to 20 October 2022
4	Response to tenderers' questions: ESCCOM will provide responses to all tenderers' questions.	16 September 2022 to 21 October 2022
5	Submission of tenders: Tenderers submit their bids. All tenders must be submitted by 12 PM	28 October 2022
6	Contract award	November 2022

TENDER CONDITIONS & INSTRUCTIONS

AV & VIDEO CONFERENCING SYSTEM *INSTALLATION*

ESCCOM HEAD OFFICE DEVELOPMENT

SECTION 2 CONDITIONS OF CONTRACT



PART I - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract applicable to this Contract are the Principal Building Agreement and the Sub Contract Agreement Conditions of Contract of The Joint Building Contracts Committee (Series 2000). The Sub Contract Agreement Conditions of Contract are specific to the Nominated Sub Contractor under this contract. All clauses and references to the subcontractor in the Principal Building Agreement Conditions of Contract for the Main Contractor will be binding, hence the two documents form the General Conditions of Contract.

A copy of the General Conditions is available for inspection at the office of the Engineer, and it shall be assumed that the Subcontractor is fully familiar with, and aware of his obligations under, the General Conditions. The aforesaid documents are assumed to have been read carefully and understood by the Tenderer who is referred to the same for the full contents and true intent and meaning of each clause. And who must allow whatever costs may consider necessary for the carrying out and observance of same, and any special conditions applicable to the Principal Contractor.

PART II - SPECIAL CONDITIONS OF CONTRACT**SCC 1 Clause 1.0: Definitions**

In the Conditions of Contract and throughout this document the following definitions shall apply:

- a) "Employer" means: **Eswatini Communications Commission (ESCCOM)**

Add the following definition to Clause 5.0

- b) "Agent/Engineer" means: **M A Dlamini Consulting Engineers**
P O Box 4876
Mbabane
Eswatini

- c) "Commencement Date" shall mean 14 days after the contractor receives sufficient information and/or effective means of access to the site for the commencement of the works.

- d) For this Contract the "Ruling Language" shall be English and the Contract shall be legally construed and interpreted in English.

- e) Words implying persons or parties also include companies or corporations.

SCC 2 Clause 7.0: Governing Law

Add the following to Clause 1.0

"The law which is to apply to the Contract and according to which the Contract is to be interpreted shall be the law of the Kingdom of Eswatini. All references to South African legislation shall be deemed to refer to the equivalent Eswatini legislation unless such legislation does not exist."

SCC 3 Clause 5(1): Employer's Agents (Engineer (s))

Add the following to Clause 4.0:

" The Contractor shall give the Engineer all reasonable co-operation, information and assistance he may require for co-ordinating the Works and in the event of any matter arising which the Contractor deems to be of importance to the progress of the work, he shall contact the Engineer without undue delay.

The Engineer will visit the Works from time to time. However, should any matter arise which the Contractor considers of such importance that the Engineer must be consulted, then every reasonable step must be taken by the Contractor to contact the Engineer by telephone, telegram, facsimile, email or letter before proceeding with the point at issue.

The Contractor's obligations are defined in Clause 3. The Engineer is however employed to ensure compliance with the terms of this Contract, timely completion, proper construction and building practice as well as adequate finishes, in accordance with the best tradition of the various trades.

The Engineer is therefore in no way responsible for any act or omission on the part of the Contractor or his employees which may result in any latent defects in materials or workmanship, breach or neglect or any local regulation, or for anything done by the Contractor not in accordance with good construction and building practice. The Contractor therefore remains responsible for the foregoing whether the same be discovered before or after the final certificate, or any other certificate, is approved."

SCC 4 Electronics Reticulation Drawings Contractor's Copies

Three sets of paper prints of all drawings will be issued free of charge to the Contractor and the Contractor shall be responsible for the cost of any further copies he may require".

SCC 5 Clause 11(1): Limit of Liability

(i) Contractor's Liability shall not exceed the sum of E 1,000, 000.00.

(ii) Contractor's Liability shall expire on the completion and acceptance of the works.

SCC 6 Clause (11): Insurances

All insurance cover required in terms of the contract shall be provided by the Contractor for the duration of the contract.

The minimum amount of Third Party Insurance cover shall be E1, 000, 000.00.

SCC 7 Provisional Sums and Contingency Allowance

"No claim by the Contractor for loss of overhead charges or profit on the grounds that any provisional sum, prime cost sum or contingency allowance has not been expended in whole or part, will be considered"

SCC 8 Clause 2.2: Tendered Rates & Prices

Add the following to this clause:

"The rates and prices in the Schedule of Rates shall be final and binding throughout the period of the Contract and the Defects Liability Period."

SCC 9 Clause 32: Application of Contract Price Adjustment Factor

"There won't be a contract price adjustment factor applied, therefore Tenders will be fixed at the tendered prices."

SCC 10 Clause 30: Monthly Payments

"Payment for materials on Site will only be considered for materials physically on site. Any statement, in which a claim for materials on site is included, shall contain a declaration by the Contractor that the materials on site listed in the statement are owned by the Contractor. This declaration shall be accompanied by proof of ownership and ownership of the materials shall be transferred to the Employer. Copies of invoices from suppliers of materials claimed, shall accompany all claims."

SCC 11 Period of Tender validity shall be 90 working days from closing date for submission of Tenders

TENDER CONDITIONS & INSTRUCTIONS

AV & VIDEO CONFERENCING SYSTEM *INSTALLATION*

ESCCOM HEAD OFFICE DEVELOPMENT

SECTION 3 SPECIFICATIONS



3.1 SPECIFICATION - PART 1

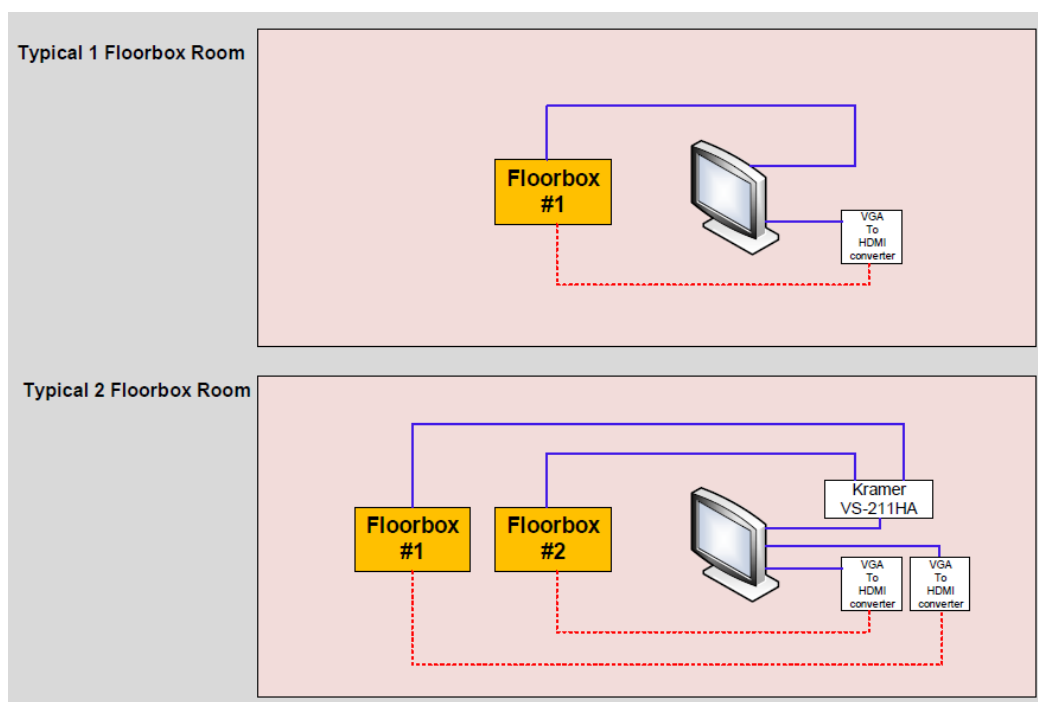
3.1.1 SCOPE OF WORK

- 1) Supply & Installation of all head-end equipment, amplifiers, speakers, TV's, desk connections & associated sundries for the operation of the AV system. (Audio conferencing System linked to video conference system for conference room)
- 2) Supply & installation of all Head-end equipment, cabling and associated sundries for the operation of the Video Conferencing System.
- 3) Supply and installation of all Head-end equipment, amplifiers, speakers & associated sundries for the operation of the Public Address & Emergency Evacuation System
- 4) Training to operators
- 5) Sign-off documentation provided in hard & soft copies. (As-Built Drawings, Manuals, warranties & guarantees)

3.1.2 SPECIFICATION FOR THE AUDIO VISUAL SYSTEM

MEETING ROOMS

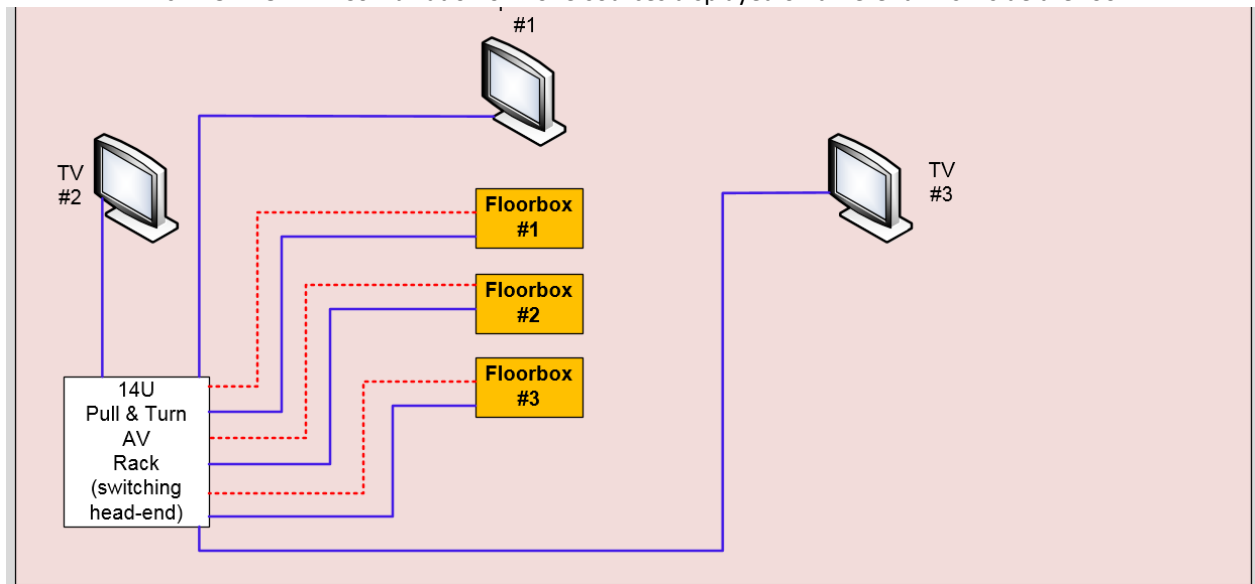
- 75" LED Screens and bracket with Kramer VS-211HA switch (or equivalent) mounted behind TV.
- Floor boxes connected to the desk table cubby with connections to TV HDMI ports
 - HDMI
 - VGA & VGA Audio through VGA to HDMI converter



BOARDROOM

- X3 floor boxes with HDMI & VGA with audio inputs
- Floor boxes connected to table cubbies in desk

- X3 75" LED Screens
 - X2 TV's mounted on side walls
 - X1 TV mounted on IR controlled flip out ceiling lift
- IRZ-14-CR pull and turn cabinet installed in supplied joinery for the AV head-end
- Head-end equipment, scalers, switchers
- TV operation
 - OPTION 1 – Same image to be viewed from single source on all x3 TV's
 - OPTION 2 – Combination of 2 or 3 sources displayed on different TV's inside the room



AUDITORIUM

(All equipment managed and installed in auditorium control room AV cabinet)

- X3 Floor boxes with
 - HDMI
 - X2 CAT6A with Kramer AV(or equivalent) over CAT6 TX/RX equipment
 - XLR Mic & Line audio inputs for external audio sources.
- Smart Lectern (digital Podium) supply & install
- X6 wall mounted speakers
- Head-end equipment, scalers, switchers
- Video & Audio inputs also allowed for Auditorium control room
- LED Digital Screen (For data projection)
 - LED-06AF1, Aspect ratio 16:09, 7m Wide
 - Resolution: 720 X 400 pixels

3.1.3 PUBLIC ADDRESS & EMERGENCY EVACUATION SYSTEM

3.1.3.1 SYSTEM OVERVIEW

This specification covers the design, supply, installation and commissioning of a public address & emergency voice evacuation system for the Eswatini Communications Commission Building.

As the system will be used for emergency as well as non-emergency functions, such as paging and general public address announcements, the proposed hardware and system design should be such as to be able to accommodate both emergency and non-emergency functions.

3.1.3.2 STANDARDS COMPLIANCE

The installation is to comply with all the relevant components of the ISO 7240 specifications, or, where adopted by SABS, the relevant SANS 7240 specifications; it is recognized that the EN54 standards are adoptions of the ISO 7240 standards and thus hardware should be certified to the relevant EN54 standard.

- Power supply and backup hardware should be compliant to ISO 7240 part 4;
- Evacuation system hardware (apart from loudspeakers) should be compliant to SANS 7240 part 16, and certified as compliant to EN54-16;
- Loudspeakers should be compliant to ISO 7240 part 24 and certified as compliant to EN54-24;

Certain aspects of the system that are not part of the emergency evacuation function of the system, but a part of the public address function, need not be compliant to the above specifications. These components will be specifically identified as such in this document. All other aspects of the system are required to be compliant as specified above.

The required number and type of speakers, as well as system zoning, is specified in the bill of quantities. Tenderers shall quote according to these quantities. However, if, in the opinion of the tenderer, some aspect of the proposed system would not meet the requirements of the above specifications, the tenderer should point this out in their submission.

3.1.3.3 LOUDSPEAKER TYPES

The following types of loudspeakers are required:

FIRE EVAC SPEAKER (CEILING)	TYPE 1: BOSCH LBC3087/41 certified flush mount ceiling loudspeaker with Fire Dome LBC3080/01 ordered separately.
Rated power (RMS)	9 watts
Frequency response (+/- 3dB)	80Hz – 18 KHz
Max SPL (1 metre)	102dB
Dispersion at 1 KHz (-6dB)	160 degrees conical

FIRE EVAC SPEAKER (BOX TYPE)	TYPE 2: BOSCH WM06E8 certified surface mount loudspeaker with surface mount box LC1-CSMB and Fire Dome LC1-MFD ordered separately.
Rated power (RMS)	9 watts
Frequency response (+/- 3dB)	85Hz – 20 KHz
Max SPL (1 metre)	96dB
Dispersion at 1 KHz (-6dB)	180 degrees

3.1.3.4 SYSTEM ZONING

The system shall provide for zones in accordance with the PA & Fire Evacuation Speakers diagram, which is attached on the document (see Drawing **1902_PA_00**).

3.1.3.5 SYSTEM OPERATION:

The PA & EVAC system is split into a total of 22 Zones.

1. Each zone must be able to be addressed with the PA system from the x1 PA stations
 - A. Individually
 - B. Combined with another zone/s.
 - C. As a whole for the building

The system configuration and design should be able to accommodate the loudspeaker quantities and total loudspeaker load as indicated in the above tables.

The system shall be capable of accommodating two different zoning structures: non-emergency zoning and emergency zoning. The final zoning configuration will only be formally established after award of the tender, after consultation with the successful tenderer and other involved parties, such as the consultant, safety officials, etc.

3.1.3.6 AMPLIFICATION

Amplification sufficient to power all the loudspeakers at full rated power, plus a headroom of 20%, shall be supplied.

Unless specifically specified, all amplifiers are to have 100 volt line output capability. Amplifiers are to be power amplifiers, not integrated mixer amplifiers, and shall have no user controls on the front panel.

A spare amplifier failover facility is to be provided, which shall automatically switch into service a spare amplifier or amplifier channel, should any amplifier or amplifier channel fail. A minimum of one spare amplifier or amplifier channel per seven active amplifiers or amplifier channels, shall be provided, with a capacity of at least the same size of the largest amplifier.

The amplifiers shall comply with the following minimum specifications:

Frequency range	:	18Hz – 20 KHz (+/- 1dB)
Total harmonic distortion	:	< 0.3% at full rated output
Signal to noise ratio	:	better than 100dB
Channel separation	:	> 75 dB
Protection	:	Thermal & Voltage/current limiting

3.1.3.7 SPEAKER LINE MONITORING

The amplifiers shall be capable of monitoring the loudspeaker lines for short circuits and ground faults and reporting of such a fault condition.

The loudspeaker lines shall be monitored for open circuit by means of end of line monitoring devices; the system shall report such a fault condition when detected.

3.1.3.8 AMBIENT NOISE COMPENSATION

The ambient noise levels in certain zones can be expected to vary considerably between different types of usage, various hall configurations, or the unused condition. If the system is driven at maximum SPL during times of low ambient noise, this would cause the STI in the area to drop below the acceptable level as called for by SANS 7240-19.

Thus it will not be acceptable for the system to be configured at maximum gain permanently.

3.1.3.9 LOUDSPEAKER AND OTHER CABLING

The SANS7240-19 specification calls for cabling that is able to withstand fire for a period of 30 minutes.

All loudspeaker cabling shall be compliant to SANS 7240-19 and BS EN 50200:2006 and shall have a minimum conductor size of 1.0 mm².

All other cabling required to fulfil the emergency functions of the system shall be compliant to SANS 7240-19 and BS EN 50200:2006, and be able to withstand fire for a period of 30 minutes.

Tenderers shall price on the quantity of loudspeaker cable as measured from the drawings provided

All other cabling required for the complete operation of the system in accordance with this specification, shall be measured and priced accordingly by the tenderer. (Fibre Optic & Speaker Cabling as per diagram above)

3.1.3.10 ACOUSTIC SIMULATION

The SANS 7240 part 19 specification requires that the system should achieve a minimum STI (Speech Transmission Index) of 0.5 in 90% of the occupied area.

Apart from the testing and commissioning procedures required by SANS7240-19 as well as those detailed elsewhere in this document, the successful tenderer will be required, at their own cost, to contract the services of a qualified person with suitable test equipment, to measure the STI achieved to ensure that compliance to the STI requirements of the specification have been achieved.

3.1.3.11 OTHER SYSTEM FEATURES

The following facilities shall be provided by the tenderer:

- Facility to interface to external related systems, such as Fire Detection and Building Management Systems, by means of relay contacts, RS232 or TCP/IP; the Life Safety Interface device (LSI) shall comply to the detailed technical specification for this device in the addendum
- One (1) manual paging stations certified as compliant to EN54-16, capable of addressing each zone listed in the zoning table individually, or groups of zones, or all zones simultaneously (PSW4 or 10 as required), compliant to the detailed technical specification for this device in the addendum
- Solid state, non-volatile, storage facility for at least 120 seconds of pre-recorded emergency messages
- Monitoring of every component of the system from the microphone capsule to the end of the speaker line, including 3rd party devices such as switches, UPS hardware, power supplies, temperature sensors etc.(Where applicable)
- A Minimum of 4 different levels of priority for normal paging and 4 different levels of priority for emergency messages and announcements
- All non-emergency devices and functions, such as non-emergency paging stations, must be totally bypassed and rendered inoperative while the system is in emergency mode
- Operators shall however have no access to emergency mode settings; all operator controls shall be bypassed and rendered in operative while the system is in emergency mode

3.1.3.12 STANDBY POWER SUPPLY

The systems main source of power supply will be a 220 Volt AC supply that will be provided by others.

A standby power supply facility, compliant to ISO 7240-4, shall be included as part of the proposed solution.

The standby power supply facility shall be capable, in the event of main power supply failure, of operating the system for 24 hours in quiescent mode, and then for 30 minutes under full voice alarm conditions, without any drop in speech intelligibility or required system sound pressure level.

3.1.3.13 NON EMERGENCY REQUIREMENTS

The non-emergency hardware is not required to comply with the relevant SANS/ISO 7240 specifications.

However, the connection and operation of these devices shall in no way cause the system to fail to comply with the requirements of the relevant specifications, and the operation of these devices shall be totally suspended while the system is in emergency mode.

The following equipment, compliant to the detailed technical specifications in the addendum, shall be provided:

2 x Analogue Audio Input device/s to allow connection of line level sources as follows:

1x Pre Recorded emergency message (In IT Room Cabinet, Ground Floor)

3x Paging Stations (to operate as described above, positions as per diagram above)

3.1.3.14 SCALEABILITY

It is envisaged that the system may in the future be extended to service other areas of the complex or possible new developments.

The system design and hardware shall be such that the system can be expanded to at least double its current capacity without redundancy or replacement of any hardware.

The tenderer shall demonstrate in their submission how this will be achieved.

3.1.3.15 WARRANTY

All new hardware supplied shall carry a manufacturer's warranty of two years or more, this warranty to be supported with the tenderer to replace when required.

Manufacturer's warranty documentation is to be submitted with this tender.

3.1.3.16 DOCUMENTATION REQUIRED FOR COMMISSIONING OF THE SYSTEM

- Acoustic model report showing STI calculation
- Full system schematic with device numbers and labels
- Documentation to support compliance of equipment to the relevant specifications
- Manufacturer's warranty information
- Manufacturers data sheets for all products offered

3.1.3.17 PA SYSTEM EQUIPMENT

General

- The PA/BGM System (PS) shall be distributed in structure, such that there is no "head end" control location, and thus has no central point of failure.
- For IP System - The PS shall use the LAN for transport of all digital audio data, including all recorded and live voice messages, preambles, background music and other audible signals, routine or emergency. This same Network shall carry monitoring and control data to and from each PS device. This audio data traffic shall be standard Cobra net at a sample rate of 48 kHz. For particulars, please access www.cobranet.info.
- All PS components shall be continuously monitored for presence, proper function and faults. Each and every fault must be logged internally to the unit, and be able to viewed and copied to an attached Monitoring Computer, running software supplied by the Manufacturer.
- For IP System All PS components shall be addressable on the Cobra net LAN by means of dual 4-bit rotary ID switches.
- All PS preambles, voice prompts and recorded announcements shall be in 16-bit monaural WAV file format. The Paging System shall be capable of importing custom preambles, prompts and announcements using an AUDIO FILE MANAGER function, through the Manufacturer Software running on an attached computer.
- Each PS device shall have sufficient on-board memory to retain its configuration and settings in the event of power loss.
- All PS components shall be CE marked, and shall comply with the RoHS directive.

3.2 MATERIALS

All materials shall be **SANS (formerly SABS) approved**.

3.3 SPECIFICATION - PART 2**3.3.1 PREAMBLE TO SCHEDULE OF QUANTITIES**

1. This Schedule of Quantities forms part of the Contract Document and shall be read in conjunction with all other documents which form part of the contract documents.
2. The Schedule of Quantities form part of and must be read in conjunction with the Specification, Drawings, and Tender documents which documents contain the full descriptions of the work to be done and material and equipment to be used and unless otherwise described in the Schedule of Quantities, reference should be made and materials and equipment to be used in this service.
3. The rates and prices inserted in the Bill of Quantities shall be the full inclusive rates and prices shall (except where otherwise specified), include the handling, cleaning, installation, commissioning, testing, maintenance, overhead charges, general sales tax, profit as well as the general liabilities, obligations, and risks set forth or implied in the contract documents.
4. The overhead charges and profit shall be spread proportionally over the rates of the relative items of the Bill of Quantities. The contractor shall have no claim for any further payment in respect of the work or method of execution, which may be described or implied in the contract although apparently no corresponding item is given in the Schedule of Quantities.
5. Only major items have been scheduled in the Bill of Quantities but the work shall be provided complete and all items necessary for complete and all items necessary for completion of the service in its entirety shall be allowed for and provided by the contractor, whether specified in detailed or not, and no extra price will be considered for the provision thereof unless detailed by the contractor in a covering letter submitted with this tender.
6. The price or rate shall be entered against each item in the Schedule of Quantities whether the quantities are stated or not. Items against which no price or rate is entered by the Contractor will be paid for when executed but will be considered as covered by other prices and rates in the Bill of Quantities.
7. General directions and descriptions of plant, equipment, materials and work given in the specification are not repeated in the Bill of Quantities and reference shall be made to the specifications, drawings, and tender documents for this information.
8. No alteration, erasure or addition is to be made in the text of the schedule of quantities will be adhered to. Any rates or prices altered by the tenderer shall be initialled.
9. The priced schedule of quantities of the successful tenderer will be checked and the Engineer reserves the right to call for adjustment to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered provided that if the scope of the project is scaled up or down, the tender price shall be altered by the Engineer to suit the employer's requirements.
10. The works as executed will be measured for payment in accordance with the methods described in the contract not withstanding any custom to the contrary. The net measurement or weight of the finished work in place will, unless otherwise specified, be used as a basis for payment.

11. **Note:** In the Bill of Quantities, Specifications and Drawings reference may be made to equipment, which shall be preferred. This is for technical reasons. Similar alternatives may be offered in a covering letter but the prices and rates shall be for equipment as specified.
12. The quantities in this schedule of quantities are not to be used for ordering material.
13. Variation in the scope and extent of the work included in the schedule shall be allowed to meet the Employer's requirements and shall be measured and cost at rates entered in the schedules where appropriate, and shall form an additional or deduction from the total of the schedules. Any item or variation for which rates have not been included in the schedule shall be agreed and priced as non-scheduled items in accordance with the provision of the contract. The rules governing the extent and costing of the variation shall be those provided for in the form of conditions of contract.
14. All provisional sum and prime cost (PC sums), shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the correct sum.
15. All items described as "Provisional" or "PC Sum" shall be measured as executed and paid for according to prices in the schedule of quantities and any unexpended amounts shall be deducted from the contract sum. No work for which "Provisional" items or "PC Sums" are provided shall be commenced without written instructions from the Engineer.
16. These bills of quantities contain pages numbered consecutively. Before the tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the bill of quantities contain any obvious errors, he should apply to the Engineer at once and have same rectified, as no liability whatsoever will be admitted by the Engineer in respect of errors in tender due to the foregoing.

3.4 SPECIFICATION - PART 3

3.4.1 DRAWINGS

<i>Drawing Number</i>	<i>Drawing Name</i>
1902_AV_02	Ground Floor Audio Visual System Layout
1902_AV_05	Third Floor Audio Visual System Layout
1902_AV_06	Fourth Floor Audio Visual System Layout
1902_AV_07	Fifth Floor Audio Visual System Layout

<i>Drawing Number</i>	<i>Drawing Name</i>
1902_PA_00	PA & Fire Evacuation Speakers Layout
1902_PA_02	Ground Floor PA system Layout
1902_PA_03	First Floor PA system Layout
1902_PA_04	Second Floor PA system Layout

SPECIFICATIONS

AV & VIDEO CONFERENCING SYSTEM INSTALLATION

ESCCOM HEAD OFFICE IN EZULWINI

1902_PA_05

Third Floor PA system Layout

1902_PA_06

Fourth Floor PA system Layout

1902_PA_07

Fifth Floor PA system Layout

SECTION 4 SCHEDULE OF QUANTITIES



4.1 PREAMBLE TO SCHEDULE OF QUANTITIES

17. This Schedule of Quantities forms part of the Contract Document and shall be read in conjunction with all other documents which form part of the contract documents.
18. The Schedule of Quantities form part of and must be read in conjunction with the Specification, Drawings, and Tender documents which documents contain the full descriptions of the work to be done and material and equipment to be used and unless otherwise described in the Schedule of Quantities, reference should be made and materials and equipment to be used in this service.
19. The rates and prices inserted in the Bill of Quantities shall be the full inclusive rates and prices shall (except where otherwise specified), include the handling, cleaning, installation, commissioning, testing, maintenance, overhead charges, general sales tax, profit as well as the general liabilities, obligations, and risks set forth or implied in the contract documents.
20. The overhead charges and profit shall be spread proportionally over the rates of the relative items of the Bill of Quantities. The contractor shall have no claim for any further payment in respect of the work or method of execution, which may be described of implied in the contract although apparently no corresponding item is given in the Schedule of Quantities.
21. Only major items have been scheduled in the Bill of Quantities but the work shall be provided complete and all items necessary for complete and all items necessary for completion of the service in its entirety shall be allowed for and provided by the contractor, whether specified in detailed or not, and no extra price will be considered for the provision thereof unless detailed by the contractor in a covering letter submitted with this tender.
22. The price or rate shall be entered against each item in the Schedule of Quantities whether the quantities are stated or not. Items against which no price or rate is entered by the Contractor will be paid for when executed but will be considered as covered by other prices and rates in the Bill of Quantities.
23. General directions and descriptions of plant, equipment, materials and work given in the specification are not repeated in the Bill of Quantities and reference shall be made to the specifications, drawings, and tender documents for this information.
24. No alteration, erasure or addition is to be made in the text of the schedule of quantities will be adhered to. Any rates or prices altered by the tenderer shall be initialled.
25. The priced schedule of quantities of the successful tenderer will be checked and the Engineer reserves the right to call for adjustment to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered provided that if the scope of the project is scaled up or down, the tender price shall be altered by the Engineer to suit the employer's requirements.
26. The works as executed will be measured for payment in accordance with the methods described in the contract not withstanding any custom to the contrary. The net measurement or weight of the finished work in place will, unless otherwise specified, by used as a basis for payment.
27. **Note:** In the Bill of Quantities, Specifications and Drawings reference may be made to equipment, which shall be preferred. This is for technical reasons. Similar alternatives may be offered in a covering letter but the prices and rates shall be for equipment as specified.
28. The quantities in this schedule of quantities are not to be used for ordering material.
29. Variation in the scope and extent of the work included in the schedule shall be allowed to meet the Employer's requirements and shall be measured and cost at rates entered in the schedules where appropriate, and shall form an additional or deduction from the total of the schedules. Any item or variation for which rates have not been included in the schedule shall be agreed and priced as non-scheduled items in accordance with the provision of the contract. The rules governing the extent and costing of the variation shall be those provided for in the form of conditions of contract.

SCHEDULE OF QUANTITIES

AV & VIDEO CONFERENCING SYSTEM INSTALLATION

ESCCOM HEAD OFFICE IN EZULWINI

30. All provisional sum and prime cost (PC sums), shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the correct sum.
31. All items described as "Provisional" or "PC Sum" shall be measured as executed and paid for according to prices in the schedule of quantities and any unexpended amounts shall be deducted from the contract sum. No work for which "Provisional" items or "PC Sums" are provided shall be commenced without written instructions from the Engineer.
32. These bills of quantities contain pages numbered consecutively. Before the tenderer submits his tender, he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the bill of quantities contain any obvious errors, he should apply to the Engineer at once and have same rectified, as no liability whatsoever will be admitted by the Engineer in respect of errors in tender due to the foregoing.

4.2 **BILLS OF QUANTITIES**



SECTION 5

FORMS AND INFORMATION SCHEDULES



5.1 ANNEXURE A – FORM OF TENDER



FORM OF TENDER

*This document is for use with
JBCC PRINCIPAL, NOMINATED/SELECTED AND MINOR WORKS AGREEMENTS
Published prior to the introduction of the "Contract Data" forms*

PROJECT	
PRINCIPAL AGENT or AGENT	
EMPLOYER	
TENDERER	
WORKS DESCRIPTION	
	FILE CODE
TENDER CLOSING DATE	TIME

prepared by the JOINT BUILDING CONTRACTS COMMITTEE Inc

RECOMMENDED BY THE JBCC CONSTITUENTS

Association of Contract Project Managers
Association of South African Quantity Surveyors
Master Builders South Africa
South African Association of Consulting Engineers
South African Institute of Architects
South African Property Owners Association
Specialist Engineering Contractors Committee



CODE 2115 © August 2007



FORM OF TENDER in terms of a:

Principal Building Agreement (yes/n o)
N/S Subcontract Agreement (yes/no)
Minor Works Agreement (yes/no)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Principal Agent _____

Street address _____

Tel _____ Fax _____ E-mail _____

Employer _____

[N/S only] Contractor _____

Tenderer _____

Postal address _____

Tel _____ Fax _____ E-mail _____

Project _____

Works _____

1.0 CONDITIONS OF TENDER

1.1 PRINCIPAL, NOMINATED/SELECTED AND MINOR WORKS AGREEMENTS

- 1.1.1 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement, JBCC N/S Subcontract Agreement or JBCC Minor Works Agreement
- 1.1.2 Additions and alterations to such agreement are clearly detailed in the schedule of the agreement
- 1.1.3 All pre-tender information is set out in the Schedule. Variables requiring selection by the tenderer are to be clearly marked for later inclusion in the Schedule
- 1.1.4 Any conditions or qualifications that are appended by the tenderer, which are at variance with the conditions in this or the tender enquiry document, may invalidate the submitted tender
- 1.1.5 Details of the amount of item 2.4.2 of tender sum are to be clearly designated in the tender documentation provided by the principal agent or agent
- 1.1.6 This tender is to be submitted to the principal agent or agent at the street address stated above before the tender closing date and time stated on the cover hereof
- 1.1.7 Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in 2.4.5 of each tender will be announced
- 1.1.8 The lowest or any tender will not necessarily be accepted

1.2 NOMINATED / SELECTED SUBCONTRACT AGREEMENT ONLY

- 1.2.1 The contractor has been or will be appointed in terms of the JBCC Principal Building Agreement
- 1.2.2 Where the tenderer is advised of the appointment of the contractor after submission of this tender, the tenderer shall be entitled to make reasonable objection to being appointed by the contractor
- 1.2.3 This tender is submitted to the principal agent or agent who is authorised in terms of the Principal Building Agreement to instruct the contractor to appoint the successful tenderer as a nominated/selected subcontractor

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ESCCOM HEAD OFFICE IN EZULWINI

2.0 THE TENDER

- 2.1 By the submission of this tender to the employer the tenderer offers and agrees to contract for, execute and complete the works/subcontract works for the tender sum as stated below
- 2.2 This tender shall remain in full legal force for forty-five (45) calendar days from the tender closing date in the case of Principal or Nominated/Selected Contracts and thirty (30) calendar days for Minor Works Contracts. The tenderer accepts liability for damages as may be suffered by the employer should the tender validity period not be honoured
- 2.3 This tender takes into account the documents listed hereunder or as per the attached addendum by the principal agent or agent for the purpose of preparing and submitting this tender

Document list or addendum identification

2.4 TENDER SUM COMPILATION

2.4.1 Tenderer's work including Prime Cost and Provisional Amounts

2.4.2 Budgetary allowances [amount stated by the principal agent / agent]

2.4.3 SUB TOTAL

2.4.4 Add tax on 2.4.3

2.4.5 TOTAL TENDER SUM inclusive of tax

Tender Sum in words

Amount

2.5 TENDERER'S SELECTIONS (Fill in Yes, No, Nil as appropriate. Do not leave blanks)

Selection Item		PBA	N/S	Minor	Addendums, N°/s, Marked
Preliminaries	Payment	Alternative A			
		Alternative B			
	Adjustment	Alternative A			
		Alternative B			
Security	Variable construction guarantee				
	Fixed construction guarantee				
	Retention (Payment reduction)				
	# Advance payment guarantee				(Amount)
	# Payment guarantee				(Amount)

These guarantees are not applicable to State appointments

Thus done and signed at _____ on _____

Name of signatory

Capacity of authorised signatory

As witness

for and on behalf of the tenderer who by
signature hereof warrants authorisation hereto

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5.2 ANNEXURE B – APPENDIX TO FORM OF TENDER

NB: THIS APPENDIX FORMS PART OF THE TENDER

	Clause	
Amount of variable Guarantee:	14	10% (Ten percent) of the n/s Contract Value
Time within which Guarantee to be provided	14	21 (Twenty-One) days of written acceptance
Duration of Guarantee	14.2	Until one month after the expiry of the Defects Liability Period.
Time within which works to be commenced	15	In terms of the programme
Programme to be furnished within:	15	8 Months
Special Risks insurance	11	Not Required
Minimum amount of Third-Party Insurance	10	One Million Emalangeni (E 1,000,000)
Time for completion	25	16 (Sixteen) Calendar months
Amount of Penalty	30	E10, 000.00 Per Calendar Day
Contract Price Adjustment	32	Not Applicable (Fixed Price)
Percentage Retention	25	5% (Five percent)
Limit of Retention money	25	5% (Five percent of contract value)
Defects Liability Period	26	In terms of the principal agreement
Settlement of disputes to be by ref to	40	Arbitrator in eSwatini
Period of Tender Validity	45	45 (Forty-Five) days from closing date for submission of tenders

Date:
.....

Signature:.....

On behalf of:



5.3 ANNEXURE C – AUTHORITY FOR SIGNATORY

The Tenderer shall attach to this page a resolution from the Board of Directors, duly signed, dated, stamped and witnessed, establishing authority for the Tender signatory.

5.4 ANNEXURE D – SURETIES

The Tenderer should attach to this page a letter from a Bank or an Insurance Company confirming that they are prepared to enter into a bond at the time the contract is signed for the due performance of the said contract. The amount of the bond is to be limited to five (5) percent of the Contract Price.

FORMS AND INFORMATION SCHEDULES

AV & VIDEO CONFERENCING SYSTEM *INSTALLATION*

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5.5 ANNEXURE E – SCHEDULE OF CURRENT WORK

The Tenderer shall indicate in the Schedule below the work being carried out by him at the present time. Absence of this statement may prejudice the Tender as being submitted by an inexperienced Contractor.

Full Project Title	Employer and Contact Details	Value of Work	% Finished to Date	Completion Date	Name of Engineer & Contact Details

Date:.....

Signature of Tenderer:.....



5.6 ANNEXURE F – DETAILS OF PREVIOUS PROJECTS

The Tenderer shall attach to this page, details of work of a similar nature and magnitude that he has completed during the last three (3) years.

Details shall include the following:

- Project title, location and value;
- Contract duration and date completed;
- Name of Employer and contact details;
- Name of Engineer and contact details;
- If the tenderer was a member of a joint-venture, partnership or other form of association, then the names and contact details of all partner companies should be included.

The Employer reserves the right to contact any of the companies involved in the projects listed under this section for independent confirmation and references.

FORMS AND INFORMATION SCHEDULES

AV & VIDEO CONFERENCING SYSTEM INSTALLATION

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5.7 ANNEXURE G – CONTRACTOR'S SUPERINTENDENCE

With reference to Clause 7 of the General Conditions of Contract, the Tenderer shall give below the names of proposed site management staff together with a brief summary of their experience.

Name	No. of Years Employed by Tenderer	Brief Summary of experience
Contract's Manager:		
Site Agent:		
Foremen:		

Tenderers should note that further information to support that submitted in this schedule may be requested during the tender adjudication.

FORMS AND INFORMATION SCHEDULES

AV & VIDEO CONFERENCING SYSTEM *INSTALLATION*

ESCCOM HEAD OFFICE IN EZULWINI

5.8 ANNEXURE H – SCHEDULE OF PLANT

The tenderer shall list below all items of plant that would be mobilised for the project. He shall clearly state for each item the name of the owner and country of registration.

Description	Quantity	Name of Owner	Country of Registration

Tenderers should note that further information to support that submitted in this schedule may be requested during the tender adjudication.



5.9 ANNEXURE I – ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or alterations to the General Conditions of Contract, the Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender shall be deemed to be unqualified.

Page	Clause or Item

Date:.....

Signature of Tenderer:.....



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AV & VIDEO CONFERENCING SYSTEM *INSTALLATION*

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5.10 ANNEXURE J – CURRENT LITIGATION

Information on current litigation in which the tenderer is involved.

Other party(ies)	Cause of dispute	Amount Involved

5.11 ANNEXURE K – CONTACT INFORMATION

The Tenderer is requested to provide the information listed below. This information does not form part of the Contract.

Company Name:

Postal Address:

.....

.....

Telephone:

Fax:

Mobile:

Email:

Physical Address:

.....

.....

.....

Contact Name:

Director in Charge:

5.12 ANNEXURE L – JOINT VENTURE/PARTNERSHIP AGREEMENT

In the event that the tender is submitted by a joint venture, partnership, association or any other form of association between two or more companies, then a copy of the agreement binding the parties shall be attached to this page. The agreement must clearly indicate the following:

- Profit share arrangements between the parties;
- Management structure;
- Source of all resources to be committed to the project.

On behalf of:

FORMS AND INFORMATION SCHEDULES

AV & VIDEO CONFERENCING SYSTEM INSTALLATION

ESCCOM HEAD OFFICE IN EZULWINI

5.13 ANNEXURE N – CERTIFICATE OF INSPECTION OF SITE OF WORKS

TENDER NUMBER: ESCCOM/TS/002/2022-2023/1902AV

TENDER NAME: AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT

I/we, representing.....

.....

do hereby certify that I/we have visited and inspected the site of the works.

Signed, this.....day of.....2021

Tenderer's signature

.....

Tenderer's Telephone Number

.....

Tenderer's address

.....

.....

.....

Engineer's Signature..... Date.....



SECTION 6 JBCC CONTRACT AGREEMENT

Contract documentation is included in this section for information only,
and should not be completed by the Tenderer



SECTION 7 DRAWINGS



BILL 1 FIXED CHARGES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					E	C
1.0	PRELIMINARIES & GENERALS					
1.1	CONDITIONS OF CONTRACT					
a	Fixed.	No	1			
b	Value Related.	No	1			
c	Time Related.	No	1			
1.2	SITE ESTABLISHMENT AND REMOVAL					
a	Fixed.	No	1			
b	Value Related.	No	1			
c	Time Related.	No	1			
1.3	PREPARATION OF O & M MANUALS AND AS-BUILT DRAWINGS					
a	Fixed.	No	1			
b	Value Related.	No	1			
c	Time Related.	No	1			
1.4	SHOP DRAWINGS AND EQUIPMENT SUBMISSIONS					
a	Value Related.	No	1			
b	Time Related.	No	1			
1.5	COMPLIANCE WITH TECHNICAL SPECIFICATION, TESTING & COMMISSIONING					
a	Value Related.	No	1			
b	Time Related.	No	1			
1.6	PREPARATION OF DRAWINGS AND COORDITION WITH OTHER SERVICES AND THE BUILDING					
a	Fixed.	No	1			
b	Value Related.	No	1			
c	Time Related.	No	1			
Total Carried Forward To Summary						

Total Carried Forward To Summary

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AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT
BILL 1 FIXED CHARGES

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (EMALANGENI)
1	PRELIINARIES & GENERALS	.....
Total Carried Forward To Summary Of Schedules		.....



AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT**BILL 2 AUDIO VISUAL**

AUDIO VISUAL

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					E	C
2.1	AUDIO VISUAL					
2.1.1	AUDITORIUM - GROOUND FLOOR					
a	Accept & Install Digital LED Screen 7m Wide	No	1.0			
b	Wall Mounted Speakers - Bose Panary 502A	No	6.0			
c	Wireless Headset Mic Set	No	2.0			
d	Wireless Handset Mic Set	No	2.0			
e	Smart Lecturn - Indota HJ-27D	No	1.0			
f	CAT 6A Transmitter - Kramer PT-571	No	3.0			
g	CAT 6A Receiver - Kramer PT-572+	No	3.0			
h	Amplifiers, Scalers and Switching Headend (19" Cabinet)	Sum	1.0			
i	Cabling, and Termination	Sum	1.0			
	Others Please Clarify below					
2.1.2	MEETING ROOM 1 - Floor 3					
	Floorbox Posistion - Floor Points Including HDMI, VGA & Audio for VGA Connection to TV from each floorbox	No	1.0			
b	Table Cubby - Kramer TBUS-201XL (Installed, HDMI, VGA & Audio for VGA)	No	1.0			
c	VGA to HDMI Converter - Mounted Behind TV (With Audio)	No	1.0			
d	HDMI Switch - Kramer VS-211HA (Mounted behind TV)	No	1.0			
e	Accept and Install 65" Display TV - LG 65UH603V (or Simillar)	No	1.0			
f	Display TV Mounting Bracket - Allow offset for VS-211HA	No	1.0			
g	Installation, Configuration, & training	Sum	1.0			
2.1.3	MEETING ROOM 1 - Floor 4					
a	Floorbox Posistion - Floor Points Including HDMI, VGA & Audio for VGA Connection to TV from each floorbox	No	1.0			
b	Table Cubby - Kramer TBUS-201XL (Installed, HDMI, VGA & Audio for VGA)	No	1.0			
c	VGA to HDMI Converter - Mounted Behind TV (With Audio)	No	1.0			
d	HDMI Switch - Kramer VS-211HA (Mounted behind TV)	No	1.0			
e	Accept and Install 65" Display TV - LG 65UH603V (or Simillar)	No	1.0			
Total Carried Forward						

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AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT

BILL 2 AUDIO VISUAL

AUDIO VISUAL

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					E	C
Brought Forward						
f	Display TV Mounting Bracket - Allow offset for VS-211HA	No	1.0			
g	Installation, Configuration, & training	Sum	1.0			
2.1.4	MEETING ROOM 2 - Floor 4					
a	Floorbox Position - Floor Points Including HDMI, VGA & Audio for VGA Connection to TV from each floorbox	No	1.0			
b	Table Cubby - Kramer TBUS-201XL (Installed, HDMI, VGA & Audio for VGA)	No	1.0			
c	VGA to HDMI Converter - Mounted Behind TV (With Audio)	No	1.0			
d	HDMI Switch - Kramer VS-211HA (Mounted behind TV)	No	1.0			
e	Accept and Install 65" Display TV - LG 65UH603V (or Simillar)	No	1.0			
f	Display TV Mounting Bracket - Allow offset for VS-211HA	No	1.0			
g	Installation, Configuration, & training	Sum	1.0			
2.1.5	BOARDROOM Floor 5					
a)	Floorbox - floor points including HDMI, VGA & Audio for VGA Connection to Projector	No	2.0			
b)	Table Cubby - Kramer TBUS - 201XL	No	2.0			
c)	VGA to HDMI Conveter	No	2.0			
d)	CF70-75 Flap-Out TV Lift	No	2.0			
e)	Amplifiers, Scalers and Switching Head end	Sum	1.0			
f)	IRZ-14-CR Pull & Turn Rack	No	2.0			
g)	Display TV Mounting Bracket - Allow offset for VS-211HA	No	1.0			
d)	ACCEPT & INSTALL LED SCREEN AS Per the drawing	No	1.0			
f)	Installation, Configuration, & training	Sum	1.0			
2.1.6	DSTV					
	Accept and installation of 65" Display screens as per the drawings					
a	65" Display TV - LG 65UH603V (or Simillar)	No	15.0			
b	Supply and installation of DSTV as per the drawings	Sum	1.0			
Total Carried Forward To Summary						

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BILL 2 AUDIO VISUAL

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Total Carried Forward To Summary

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AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT
BILL 2 AUDIO VISUAL

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (EMALANGENI)
1	AUDIO VISUAL	.....
2	VIDEO CONFERENCING SYSTEM	.....
Total Carried Forward To Summary Of Schedules		.....



AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT

PA & EMERGENCY EVACUATION SYSTEM

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					E	C
3.1	PA & EMERGENCY EVACUATION SYSTEM					
	A Complete Installation of the PA & FIRE EVAC. SYSTEM as Per the Drawings (PA SYSTEM HEAD END EQUIPMENT IS BASED ON A TOA SYSTEM OR ANY OTHER EQUIVALENT THAT MEET OR EXCEED THE SPECIFIED.)					
3.1.1	INPUT DEVICES					
a)	MD-200STU-EB USB/SD- CARD AUDIO PLAYER	No	1			
b)	RM-3000MF FIREMAN'S MICROPHONE	No	1			
c)	RM-200M S REMOTE MICROPHONE FOR VM-SERIES	No	1			
3.1.2	HEAD END EQUIPMENT					
a	VM-3360VA Voice Alarm System Amplifier -6 ZONES	No	1			
b	VM-3360E VM Extension Amplifier -6 ZONES	No	3			
c	VP-200VX Power Amplifier Input Module per channel.	No	4			
3.1.3	CEILING MOUNTED SPEAKERS					
a)	PC - 1860 EN F000 - CEILING SPEAKER 5 INCH 6W,EN54	No	125			
b)	PC- 648 RBS - F00 QS, 6 WATTS 5 INCH CLIP IN CEILING SPEAKER WITH METAL BACKBOX, COMPLIES WITH BS5839-8 REQUIREMENTS	No	2			
3.1.4	WALL MOUNTED SPEAKERS					
a)	BS-678 BSW - WALL SPEAKER WHITE- CERTIFIED BS & EN54-24	No	2			
3.1.5	POWER SUPPLY					
a)	VX - 2000 DS ER COO- EMERGENCY SUPPLY UNIT FOR EVAC SYSTEM	No	4			
b)	12 VOLT 65 A/H BATTERY	No	2			
3.1.6	LABOUR					
a)	CABLING & ALL INSTALLATION	Sum	1			
b)	INSTALLATION, TERMINATION, PROGRAMING, TESTING AND COMMISSIONING	Sum	1			
Total Carried Forward To Summary						

Total Carried Forward To Summary

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AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT
BILL 3 PA & EMERGENCY EVACUATION SYSTEM

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (EMALANGENI)
1	PA & EMERGENCY EVACUATION SYSTEM	.....
Total Carried Forward To Summary Of Schedules		.....



AUDIO VISUAL SYSTEMS INSTALLATION FOR ESCCOM HEAD OFFICE DEVELOPMENT

SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	AMOUNT (EMALANGENI)
1	BILL 1 FIXED CHARGES	.....
2	BILL 2 AUDIO VISUAL	.....
3	BILL 3 PA & EMERGENCY EVACUATION SYSTEM	.....
	SUBTOTAL	.....
1	ADD 10% CONTINGENCIES	.....
	SUBTOTAL	.....
2	ADD 15% VAT	.....
Total		.....

