



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

# Maintenance of Coldrooms and Frigdes at Victor Khanye and Emalahleni Municipalities for 12 Months

**TENDER NO: NST23/042**

TENDER DOCUMENT

AUGUST 2023

NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
Nelspruit Regional Office  
30 Brown Street  
NEDBANK BUILDING 9TH Floor  
NELSPRUIT  
1200

NAME OF TENDERER.....

BID AMOUNT.....

## PA 32: INVITATION TO BID PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>				
BID NUMBER:	NST23/042	CLOSING DATE:	05/09/2023	CLOSING TIME:
				11:00
DESCRIPTION	Maintenance of Coldrooms and Fridges at Victor Khanye and Emalahleni Municipalities for 12 Months			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Nedbank Building, 9th floor, 30 Brown Street

Mbombela, 120

**OR POSTED TO:**

Private Bag X1180

Mbombela 120

### SUPPLIER INFORMATION

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

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

## PART B TERMS AND CONDITIONS FOR BIDDING

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

## PA-32: Invitation to Bid

### DOCUMENTATION.

- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

**Note Well:**

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

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	Maintenance of Coldrooms and Frigdes at Victor Khanye and Emalahleni Municipalities for 12 Months
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<b>Tender no:</b>	NST23/042	<b>Reference no:</b>	
<b>Advertising date:</b>	16/08/2023	<b>Closing date:</b>	05/09/2023
<b>Closing time:</b>	11:00	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 ME** or **select tender value range select class of construction works\*** 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 **2 ME PE** or **select tender value range select class of construction works 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. RESPONSIVENESS CRITERIA

#### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
5	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
6	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
7	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
8	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
9	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

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11	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
12	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
13	<input checked="" type="checkbox"/>	Contractor to submit an originally certified certificate (Trade Test/Diploma/Degree) of 1x HVAC-R technician. The certificate should be on one of the directors of the company or employee of the company. Attach CV should the certificate be registered under the employee.

## 2.2 Administrative responsiveness criteria

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	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-09 (EC)): List of Returnable Documents
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
9	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
10	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	<input checked="" type="checkbox"/>	The contractor is to submit a letter of good standing (COIDA), from the Department of Labour.

## 3. Method to be used to calculate points for specific goals

<b><u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u></b>				
<input type="checkbox"/>	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
	1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report.

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".

			or CIPC (Company registration)
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	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or CIPC

**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
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
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	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)

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".



	4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
	5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC

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

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
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	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by people with disability (Mandatory)  <b>OR</b>	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC

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".

		<b>NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)</b>		
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#### 4. Functionality criteria:

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 3 and above are subjected to functionality.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Functionality criteria:	Weighting factor:
<b>1. QUALIFICATION</b>  The contractor must provide trade test original certified copies certificates or National Diploma or Higher for 1HVAC-R and 1x Electrician  2 Certificates (1x HVAC-R and Electrician) or more=5 1 Certificate (Either of Electrician or HVAC-R= 3 0 trade=0	15
<b>2. EXPERIENCE</b>  Completed Projects  Contractor to provide appointment and completion certificate/Job Cards of Refrigeration System relative projects. Ensure completion of the project on DPW 09(EC) in the Tender Document.  5 Projects and above=5 4 Projects=4 3 Projects=3 2 Projects= 2 1 Project =1 0 Project =0	20
<b>3. FINANCIAL CREDIBILITY-</b> Contractor must provide bank rating letter from the banking institution to justify credit risk in the company's name, bank rating must be based on request value of R 100,000.00 (one hundred thousand rands): Grade A=5 Grade B=4 Grade C=3 Grade D=2 Grade E/bank confirmation=1	20
<b>4. LOCALITY</b> The bidder to submit proof of residence, it can be lease agreement between the Company and Landlord, utility bill of the Company or one of the Directors, letter from Local Tribal Authority Nkangala District=5 Gert Sibande and Ehlanzeni District=3 Outside Mpumalanga Province=1 No proof=0	35
<b>5. TRANSPORT</b> Contractor to submit proof of vehicle owned to execute the project. Vehicle should be in Company name or one of the Director/s.  1 LDV or more= 5 points No Vehicle=0	10

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".

<b>Total</b>	<b>100 Points</b>

(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)

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>75</b>
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

## 5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

### 6.1 Technical risks:

#### Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 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 specify period between 5 and 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 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 instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

**Criterion 3: Suitably qualified and appropriately experienced human resources**

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

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

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

## 6.2 Commercial risks:

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

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

## 7. 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)	<b>cidb BUILD Programme:</b> 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)	<b>cidb BUILD Programme:</b> 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

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(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

## 8. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address 30 Brown street. A non-refundable bid deposit of R 200 is payable (cash only) on collection of the bid documents.

## 9. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.  
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

<b>Venue:</b>	ZOOM		
<b>Virtual meeting link:</b>	TO BE PROVIDED		
<b>Date:</b>	25/08/2023	<b>Starting time:</b>	11:00

## 10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Siyabonga Khumalo	<b>Telephone no:</b>	013 101 0130
<b>Cellular phone no:</b>	082 085 0697	<b>Fax no:</b>	
<b>E-mail:</b>	Siyabonga.Khumalo@dpw.gov.za		

## 11. 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).

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".

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General          Department of Public Works and Infrastructure          Private Bag X 11280          MBOMBELA          1200</p> <p><b>Attention:</b>  <b>Procurement section: Room 9TH FLOOR</b></p>	<b>OR</b>	<p><b>Deposited in the tender box at:</b></p> <p>30 Brown Street Mbombela          Nedbank Building          9th floor          Security Foyer</p>
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**12. COMPILED BY:**

Name of Project Manager	Signature	Date

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	<i>Maintenance of Coldrooms and Fridges at Victor Khanye and Emalahleni Municipalities for 12 Months</i>		
<b>Tender / quotation no:</b>	NST23/042	<b>Closing date:</b>	05/09/2023
<b>Advertising date:</b>	16/08/2023	<b>Validity period:</b>	84 days

### 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	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no: **NST23/042**

**1.2. Completed projects**

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>Maintenance of Coldrooms and Fridges at Victor Khanye and Emalahleni Municipalities for 12 Months</b>		
<b>Tender / Quote no:</b>	NST23/042	<b>Reference no:</b>	
<b>Receipt Number:</b>			

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

\* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: **NST23/042**

**2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment ( <i>if applicable</i> )	-	Yes

**3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) ( <i>if applicable</i> )	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) ( <i>if applicable</i> )	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules ( <i>if applicable</i> )	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) ( <i>if applicable</i> )	1 Page	Yes

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Tender no: NST23/042**

**5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES**

<b>Legal Status of Tendering Entity:</b> <b>If the Tendering Entity is:</b>	<b>Documentation to be submitted with the tender, or which may be required during the tender evaluation:</b>
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

**Signed by the Tenderer:**

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

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....  
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;  
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	<b>Maintenance of Coldrooms and Frigdes at Victor Khanye and Emalahleni Municipalities for 12 Months</b>		
Tender no:	NST23/042	Reference no:	

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Maintenance of Coldrooms and Frigdes at Victor Khanye and Emalahleni Municipalities for 12 Months**

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

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (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 further price negotiation with the preferred tenderer(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 Contractor 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: .....

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no: **NST23/042**

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: ..... .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
--------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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) ..... ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
  - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
  - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
  - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or 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):

.....

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender no: NST23/042**

**Other Contact Details of the Tenderer are:**

Telephone No. .... Cellular Phone No. ....

Fax No. ....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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 securities, 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

For Internal & External Use

Tender no: **NST23/042**

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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.

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract. (Note: This note must be deleted by the Project Manager/Consultant(s) when compiling the tender document)

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022



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

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 Preference Points System to be applied**

*(Tick whichever is applicable).*

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

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

**1.3.1 Price; and**

**1.3.2 Specific Goals**

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

1.5 **Breakdown Allocation of Specific Goals Points**

1.5.1 **For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.**

All Acquisitions

Table 1

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 which is at least 51% owned by <b>black people</b>	10	ID Copy  Or  SANAS Accredited BBBEE Certificate or sworn affidavit where applicable  Or  CSD Report  Or  CIPC (company registration)
2.	<b>Located</b> 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	Office Municipal Rates Statement  Or  Permission To Occupy from local chief in case of rural areas (PTO)  Or  Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy  Or  CSD Report  Or  CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPA)
5.	An EME or QSE which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.2 **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 table 2 below are applicable:**

All Acquisitions

Table 2

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 <b>Historically Disadvantaged Individuals (HDI)</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	<b>Located</b> 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	Office Municipal Rates Statement  Or Permission To Occupy from local chief in case of rural areas (PTO)  Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	ID Copy  Or CSD Report  Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate  Or South African Social Security Agency (SASSA) registration  Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	ID Copy  Or CSD Report  Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

**1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable**

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	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 <b>Historically Disadvantaged Individuals</b> (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> 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	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	ID Copy Or CSD Report Or CIPC (company registration)
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. <input type="checkbox"/>	<p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by <b>youth</b>.</p> <p>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)</p>		<p>South African Social Security Agency (SASSA) registration</p> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</p> <p>ID Copy</p> <p>Or</p> <p>CSD Report</p> <p>Or</p> <p>CIPC (company registration)</p>

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

## 2. DEFINITIONS

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

5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	4	10		
2. <b>Located</b> 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	2		
3. An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	4		

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	2		
or				
5. An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .*		2		
(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)				

**Note:** \*in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

**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,

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....



## 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 Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
(Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

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

	Name	Capacity	Signature
1			
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## PA-15.1: Resolution of Board of Directors

17			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

### Note:

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

### ENTERPRISE STAMP

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

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

\_\_\_\_\_

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### **RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

\_\_\_\_\_

\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

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

**ENTERPRISE STAMP**

### PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

#### **RESOLVED that:**

#### **RESOLVED that:**

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

\_\_\_\_\_

\_\_\_\_\_ (Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid /Tender Document)

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

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

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: NST23/042

Name of Tenderer .....

☐ EME<sup>1</sup>
☐ QSE<sup>2</sup>
☐ Non EME/QSE (tick applicable box)

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

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

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

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business 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 Internal & External Use

Effective date 21 July 2023



PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: NST23/042

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

Cluster Area: **Maintenance of Coldrooms and Fridges at Victor Khanye and Emalahleni Municipalities for 12 Months**

Tender No: \_\_\_\_\_

Bill no.	Description	Amount
1	Bill No 1: Preliminaries and General	R.....
2	Bill No 2: Servicing	R.....
3	Bill No 3: Repairs	R.....
4	Bill No 4: Provisions	R.....
5	Bill No 5 EPWP	R.....
Total carried to total summary table		R.....

#### Summary Table

##### Totals

Total of Schedule of Quantities 1 to 5	R.....
<b>Value added Tax (VAT)</b> The Tenderer shall add 14% of the Total of Schedule of Quantities above	R.....
Tender Sum carried to: 'Form of Offer and Acceptance' DPW-07-EC	R.....

Upon written notice to the Supplier,  
DPWI shall be entitled:

- to cede, assign and transfer its right, title and interest in the provision of **Maintenance of**
- notify the Service Provider of such cession to ensure that the performance of the payment for

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

Bill No 1: Preliminaries and General

Item no.	Item Description	Unit	QTY	Rate	Total
1.1	Obtaining of all available information, compiling, reproducing (1) one set of hard copy as-built and operating & maintenance manuals as specified in FA 04. Documents to be handed over to the Departmental Representative / Engineer.	each	1		
1.2	Submit (1) one set of as-built drawings and operating & maintenance manuals in electronic format. The copies shall be in PDF and AutoCAD format with no passwords protection.	each	1		
1.3	Logging and recording as specified in FA 05 of operating of conditions, services, maintenance visits, reports, breakdowns, samples, inspections, tests etc.	monthly	12		
	<b>Occupational Health and Safty: Compliance with the applicable Act including specified additional requirements</b>				
1.4	Health and Safety Plan (Safety File)	each	1		
TOTAL CARRIED FORWARD TO SUMMARY PAGE					

### Bill No 2: Servicing

Item no.	Item Description	Interval	Unit measure	Unit QTY	Rate	Total
Supply rates as per Technical Specification. Sum given in the bill below shall be inclusive of all labour, supplies, material, transport and equipment required to complete the service						
Routing preventive maintenance and duties to be conducted as specified in technical specification FA11.02						
2.1	Cold Room	quarterly	no	3		
		bi-annual	no	3		
		annual	no	3		
2.2	Freezer Room	quarterly	no	3		
		bi-annual	no	3		
		annual	no	3		
TOTAL CARRIED OVER TO FINAL SUMMARY						

Bill No 3: Repairs

Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
<b>Supply rates as per Technical Specification. Sum given in the bill below shall be inclusive of all labour, supplies, material,</b>					
3.1	<b>Cold &amp; Freezer Room installation: Cold &amp; Freezer room apitures</b>				
3.1.1	Replace evaporator fan	no	3		
3.1.2	Replace evaporator complete	no	1		
3.1.3	Replace drain heater rope element	no	3		
3.1.4	Replace drain pipe				
	20mm PVC	m	15		
	40mm PVC	m	15		
3.1.5	Replace door seal	no	7		
3.1.6	Replace door hinges	no	8		
3.1.7	Replace door handle (external)	no	6		
3.1.8	Replace emergency door push handle (Internal)	no	6		
3.1.9	Replace drain Pan	no	4		
3.1.10	Replace evaporator fan safety cowling	no	4		
3.1.11	Replace complete door inclusive of hinges, door seal and door handles	no	2		
3.1.12	Replace door architrave complete				
	Aluminium	no	1		
	Wood	no	1		
3.1.13	Replace freezer door heating strip	no	3		
3.2	<b>Cold &amp; Freezer Room installation: Cold &amp; Freezer compressor room apitures</b>				
3.2.1	Replace condensing unit fan	no	4		
3.2.2	Repalce regrigerant piping				
	1/4	m	15		
	3/8	m	15		
	1/2	m	15		
	9/16	m	15		
	5/8	m	15		
3.2.3	Replace in line dryer				
	1/4	no	3		
	3/8	no	3		
	1/2	no	3		
	9/16	no	3		
	5/8	no	3		
3.2.4	Repalce inline refrigerant sight glass				
	1/4	no	3		
	3/8	no	3		
	1/2	no	3		
	9/16	no	3		
	5/8	no	3		
<b>Carried Forward</b>					

Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
				<b>Brought Forward</b>	
3.2.5	Replace compressor oil heater	no	5		
3.2.6	Replace compressor oil	lt	30		
3.2.7	Replace condensing coil complete	no	1		
3.2.8	Replace compressor complete (Inclusive of removal, system vacuum and recharge with refrigerant)				
	1.5HP (2.52kW) @ -5°C	no	1		
	2.3HP (4.45kW) @ -5°C	no	1		
	4.2HP (8.07kW) @ -5°C	no	1		
	6HP (11.45kW) @ -5°C	no	1		
	8.3HP (15.7kW) @ -5°C	no	1		
	10.4HP (20.08kW) @ -5°C	no	1		
	12HP (23.38kW) @ -5°C	no	1		
3.2.9	Replace compressor complete (Inclusive of removal, system vacuum and recharge with refrigerant)				
	1.8HP (1.7kW) @ -25°C	no	1		
	2.3HP (3.17kW) @ -25°C	no	1		
	4.2HP (4.89kW) @ -25°C	no	1		
	7.3HP (7.55kW) @ -5°C	no	1		
	8.3HP (10.4kW) @ -25°C	no	1		
3.2.10	Replace refrigerant inclusive of system vacuum				
	R404 Refrigerant	Kg	80		
	R410 Refrigerant	Kg	80		
	R507 Refrigerant	Kg	80		
3.2.11	Replace HP/LP pressure regulator control	no	2		
3.2.12	Replace temperature guage	no	5		
3.2.13	Replace thermostat	no	6		
3.3	<b>Cold &amp; Freezer Room installation: Cold &amp; Freezer room Electrical associated</b>				
3.3.1	Replace circuit breakers				
	10amp Single Pole	no	3		
	15amp Single Pole	no	3		
	20amp Single Pole	no	3		
	25amp Single Pole	no	3		
	30amp Single Pole	no	3		
	45amp Single Pole	no	3		
	25amp Double Pole	no	3		
	30amp Double Pole	no	3		
	45amp Double Pole	no	3		
	60amp Triple Pole main switch	no	3		
	60amp Earth Leakage	no	3		
3.3.2	Replace contactors				
	15amp three pole contactor, 220VAC	no	3		
	30amp three pole contactor, 220VAC	no	3		
	32amp three pole contactor, 220VAC	no	3		
3.3.3	Replace eletrical conductors				
	1.5mm	m	10		
	2.5mm	m	10		
	4.0mm	m	10		
	1.5mm coper earth wire	m	10		
	2.5mm coper earth wire	m	10		
3.3.4	Replace armoured cable				
	4mm 4 core	m	10		
	6mm 4 core	m	10		
	8mm 4 core	m	10		
	10mm 4 core	m	10		
				<b>Carried Forward</b>	

Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
Brought Forward					
3.4	<b>Refrigerant Pipe Insulation</b>				
3.4.1	Remove existing damaged insulation and replace with new a per existing. 3/8 to 5/8 internal diameter	m	15		
3.4.2	Replace lagging to refrigerant pipe work	m	25		
3.5	<b>Bracketing</b>				
3.5.1	Repair bracketing to existing refrigerant piping. This shall include removal of existing bracket, replacing with new bracket including fixing hangers and all required fittings and making good of lagging and cladding.	number	20		
3.5.2	Replace eye bolts on existing pole supports.	number	30		
3.6	<b>Waste removal, recycling and disposal</b>				
3.6.1	All waste materials and liquids to be removed from site in a timely fashion such that accumulation of waste does not inconvenience the customer. Wherever possible waste material will be recycled.	sum	-		
3.7	<b>Painting</b>				
	Scrape dow and refurbish paint work as follows				
3.7.1	Cold Room walls	m <sup>2</sup>	10		
3.7.2	Freezer Room walls	m <sup>2</sup>	10		
3.8	<b>Corrosion Protection</b>				
	Spray two coats corrosion protection on following equipment				
3.8.1	Condensing Coils (Equal to Blue Guard)	sum	-		
3.8.2	Body parts (Transparent in colour)	sum	-		
3.8.3	Electrical components (Approved protection for electrical components (Transparent in colour)	sum	-		
TOTAL CARRIED OVER TO FINAL SUMMARY					

**Bill No 4: Provisions**

Item no.	Item Description	Unit	QTY	Rate	Total
	<b>Labour- for all areas.</b>				
	The rates for labour will be deemed to include for statutory minimum labour rates				
	<b>Working hours (7:30-16:30)</b>				
4.1	Technician	R/hr	1		
4.2	Technician Assistant	R/hr	1		
	<b>After Hours (17:00-7:00)</b>				
4.3	Technician	R/hr	1		
4.4	Technician Assistant	R/hr	1		
	<b>Transport</b>				
4.5	LDV transport	R/Km	1		
	Starting point for Ehlanzeni Region sites is Nelpruit Post Office				
	Starting point for Nkangal Region sites is Witbank Post Office				
	Starting point for Gert Sibande Region sites is Ermelo Post Office				
	<b>Non- scheduled materials</b>				
4.6	Allow for the amount of R 150,000,00 for the provisional cost of non- scheduled material that may be used. The above labour and transport rates will apply. Supplier material slip to be provided	sum	1	R 125 000,00	R 125 000,00
4.7	Percentage mark- up on non schedule materials that may be used. (Percentage %)	%	20%	R 25 000,00	R 25 000,00
	<b>Total carried to Summary page</b>				

**Bill No 5 EPWP**

Item no.	Item Description	Unit	QTY	Rate	Total
	<b>EMPLOYMENTS OF YOUTH WORKERS</b>				
	The unit of measurement shall be the number of youth workers at the labour rate of R3710.40 per month multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of one youth workers and for complying with the conditions of contract.				
5.1	Allow for R 3,710.40/mth x 12mths General (EPWP compliance) @ R 185,52 per day, working only during routine maintenance	days	260	R 185,52	R 48 235,20
	<b>PROVISION OF EPWP DESIGNED OVERRALLS AND HARD HATS TO EPWP BENEFICIARIES</b>				
5.2	Supply 2 x EPWP branded overalls, 1x EPWP branded hard hat and safety shoes	sum	1		
	<b>Total to be carried to Summary Page</b>				

**Maintenance of Coldrooms and Fridges at Victor Khanye and Emalahleni Municipalities for 12 Months**

Site Name	Discription	QTY
Witbank DCS	Freezer	3
	Cold Room	3



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

### REFRIGERATION SYSTEMS (FREEZERS AND COLD ROOMS) TERM CONTRACT - MECHANICAL

#### TECHNICAL SPECIFICATION FA

##### CONTENTS

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##### FA 01 SCOPE

(a) This specification covers the general term contract for the refrigeration systems which include the following:

- (i) Cold Rooms
- (ii) Freezers
- (iii) Box Freezers

(b) This specification also covers the term contract to the following ancillary refrigeration systems:

- (i) Refrigerant handling
- (ii) Instrumentation and controls
- (iii) Electrical control panel
- (iv) Spares and tooling
- (v) Insulation and cladding
- (vi) Ladders and landings.

(d) This specification shall form an integral part of the term contract for the contract document, and shall be read in conjunction with the additional and particular specifications compiled as part of this document.

This specification shall act as a guideline to the Particular Specification and, in the event of any discrepancies between the Technical Specification and the Particular Specification, the latter shall take precedence.

The Contractor shall at all times adhere to this specification unless otherwise specified in the Particular Specification.

(e) Upon written notice to the Supplier, Department of Public Works and Infrastructure shall be entitled:

- (i) to cede, assign and transfer its right, title and interest in the provision of **Maintenance of Cold-room and Freezers** to the Department of Correctional Services;
- (ii) notify the Service Provider of such session to ensure that the performance of the payment for services rendered are recovered from the respective Department.

## FA 02 STANDARD SPECIFICATIONS

### FA 02.01 GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of tender, of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall deemed to form part thereof:

#### FA 02.01.01 SANS and other specifications and codes

- SANS 10400 - The applications of the building regulations
- SANS 0142 - Code of practice for the wiring of premises
- SANS 0140 - Identification color marking
- SANS 044 - Parts I to IV: Welding
- SANS 460 - Copper tubes for domestic plumbing
- SANS 0103 - The measurement and rating of environmental noise with respect to annoyance and speech communications.
- SANS 532 - Standard and specifications for industrial, medical, propellant, food and beverage gases, refrigerants and breathing gases
- SANS 10147 - Refrigerating systems including plants associated with air-conditioning systems
- SANS 10156 - The handling of chilled and frozen foods
- SANS 1691 - Household refrigerating appliances - Characteristics and test methods
- CKS 332 - Specifications for industrial V-belts

Atmospheric Pollution Prevention Act, No 45 of 1965

BS 2790  
BS 1740  
BS 21  
BS 1640

#### FA 02.01.02 Department of Public Works specifications

- OWG 371 A&B - Specification of materials and methods to be used (latest version)
- STD.PWD.VII - Standard Specification for electrical installations and equipment pertaining to mechanical installations

#### FA 02.01.03 Occupational Health and Safety Act of 1993

All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) shall be adhered to.

#### FA 02.01.04 Manufacturers' specifications, codes of and practice and installation instructions

All equipment and materials shall be installed, maintained strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

#### FA 02.01.05 Municipal regulations, laws and by-laws

All municipal regulations, laws, by-laws and special requirements of the Local Authority shall be adhered to unless otherwise specified.

FA 03

### **VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS**

The following additional general specifications and requirements shall be read in conjunction with this specification and shall be adhered to unless otherwise specified in the Particular Specification.

FA 03.01

#### **GENERAL REPAIR AND INSTALLATIONS REQUIREMENTS**

- (a) All materials and equipment supplied and installed shall be of new high quality, design and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.
- (b) All work shall be executed in a first-class workman-like manner by qualified personnel.
- (c) All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SANS specifications and codes, except where otherwise specified or approved by the Departmental Representative in writing.
- (d) All materials and workmanship which, in the opinion of the Departmental Representative, is inferior to that specified for the work will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Departmental Representative.
- (e) The Contractor shall submit a detailed list of the equipment and material to be used to the Departmental Representative for approval before placing orders or commencing installation.
- (f) All new equipment, materials and systems shall be installed and positioned such as to not impede on access routes, entrances and other services. The Contractor shall coordinate these items taking other services and equipment into account.
- (g) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- (h) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and maintenance periods to ensure the safety of the public and User Client.
- (i) Repair work shall be programmed in accordance with General Decommissioning, Testing and Commissioning Procedures, to ensure the shortest possible down-time of any service and the least inconvenience to the User Client and the public. The Contractor shall make sure that the necessary notifications and notices are timeously put into place for these activities.

#### **FA 04 MAINTENANCE MANUALS**

The Contractor shall be responsible for the compilation of an inventory list and maintenance manuals.

All information shall be recorded and reproduced in electronic format, as well as three sets of hard copies to be supplied to the Department.

Over and above what is specified in Maintenance Manuals, the maintenance manual to be compiled shall be structured to include at least the following:

- (a) System description

- Complete system description and the working of the plant.
- (b) Commissioning data
- Complete commissioning, test and inspection data of plant.
- (c) Operating data
- (i) Plant running check list and frequency of servicing required;
  - (ii) Safety precautions to be implemented;
  - (iii) Manual and automatic operation;
  - (iv) Lubricating oils and service instructions;
  - (v) Pre-start checklist for each system;
- (d) Mechanical equipment
- (i) Description of all major items with the make, model number, names, addresses and telephone numbers of the suppliers, manufacturer or their agents;
  - (ii) Design capacities of all equipment, including selection parameters, selection curves, capacity tables, etc;
  - (iii) Schedule of spares with part numbers recommended to be held as stock.
- (e) Maintenance instructions
- (i) Schedule of maintenance particulars, frequency of services and replacements;
  - (ii) Trouble-shooting guide;
  - (iii) Part number of all replacement items and spares;
  - (iv) Capacity curves of pumps, fans and compressors;
  - (v) Serial numbers of all items of equipment.
- (f) Electrical equipment
- (i) Schedule of equipment, indicating manufacturer, type, model number, capacity and addresses and telephone numbers of suppliers;
  - (ii) Maintenance instructions;
  - (iii) Complete as-built circuit diagrams and diagrammatic representation of interconnections of all electrical equipment.
- (g) Instrumentation and control
- (i) Description of each control system;
  - (ii) Schedule of control equipment indicating manufacturer, type, model number, capacity and addresses and telephone numbers of suppliers;
  - (iii) Maintenance instructions;
- (h) Drawings
- (i) Paper prints of all as-built mechanical and electrical drawings;
  - (ii) Wiring diagrams framed behind glass shall be mounted adjacent to each relevant control panel.

#### FA 05 LOGGING AND RECORDING PROCEDURES

The Contractor shall under this term contract institute a logging and recording system as part of his maintenance control plan as defined in General and Maintenance. This shall consist of a log and record book which shall be utilized to log and record all operations, faults, system checks, breakdowns, maintenance visits, inspections, etc.

The logbook shall be kept in a safe placed in the kitchen/maintenance office of the facility and shall only be

utilized by the Contractor and the Departmental Representative. Copies of the monthly entries and recordings into the logbook shall be submitted by the Contractor together with his monthly report to the Departmental Representative.

The logbook shall be structured to include at least the following:

- (a) Three-monthly inspection and maintenance actions;
- (b) Six-monthly inspection and maintenance actions;
- (c) Annual inspection and maintenance actions;
- (d) Breakdown reports;

The Contractor shall also institute an attendance register which shall be kept in a safe placed in the kitchen/maintenance office. This register shall be completed by all persons visiting the kitchen, including:

- (a) Contractor and maintenance personnel
- (b) Inspectors
- (c) Department personnel
- (d) Departmental Representative
- (e) Client Representative

The register shall state the date, time-in, time-out, name, company and reason for visit.

A copy of the register shall be submitted by the Contractor together with his monthly report.

#### **FA 06 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK**

Except where otherwise provided in the Contract, the Contractor shall provide all labour, materials, power, fuel, accessories and properly calibrated and certified instruments necessary for carrying out such tests. The Contractor shall make arrangements for such tests and shall give at least 72 hours written notice to the Departmental Representative, before commencing the test.

In the event of the plant or installation not passing the test, the Department shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer or the Departmental Representative attending the repeated test.

Whenever any installation or equipment is operated for testing or adjusting as provided for above, the Contractor shall operate the entire system for as long a period as may be required to prove satisfactory performance at all times in the occupied space served by that system for up to twenty-four hours a day continuously until the system is handed over.

The Contractor shall provide all labour and supervision required for such operation and the Department may assign operating personnel as observers, but such observation time shall not be counted as instruction time.

After completing the installation or system, all equipment shall be tested, adjusted and readjusted until they operate to the satisfaction and approval of the Departmental Representative.

The Contractor shall submit certificates of tests carried out to prove the efficiency of all equipment, as well as certificates to be obtained from all relevant authorities and statutory bodies, etc.

#### **FA 07 QUALITY ASSURANCE SYSTEM**

The Contractor shall institute an approved quality assurance (QA) system which shall be submitted to the Departmental Representative for approval. The records of this QA system shall be kept throughout the duration of the Contract and submitted to the Departmental Representative at regular intervals as required.

#### **FA 08 COMMISSIONING AND RE-COMMISSIONING OF PLANT AND INSTALLATION**

On completion of the repair work and/or the installation of new systems the plant and equipment shall be put

into operation after all tests and adjustments have been carried out to the satisfaction of the Departmental Representative. Where new plant is installed, the Contractor shall run and operate the system for a period of time as specified by the Departmental Representative and train the staff of the User Client to operate and maintain the system.

Logging of the operation of the installations shall commence immediately upon startup.

The Contractor shall submit a full commissioning report.

#### **FA 09 GUARANTEE OF INSTALLATION AND EQUIPMENT**

The Contractor shall provide guarantees obtained from the manufacturer(s) and/or supplier(s) to the effect that each piece of new equipment, supplied and installed under the repair work, complies with the required performance and will function as part of the complete system.

All new equipment, including, the complete new installations and the systems as a whole shall be guaranteed for a period of 6 (six) months commencing upon day of issue of certificate of completion for repair work of the installation.

#### **FA 10 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT**

During the term contract all the systems, installations and equipment shall be repaired as specified in the Particular Specification. This repair work shall include but not be limited to the specified Particular Specification details.

All repair work shall be executed using approved materials and equipment suitable to the systems and/or installations they serve. The said repair work shall be executed in accordance with the relevant codes of practice, standards, regulations, municipal laws and by-laws, manufacturer's specifications and codes of practice and all additional and particular specifications included in this document.

The repair work items are listed in tabular form in the Particular Specification with all relevant details, such as capacity, size, manufacturer, model number, etc.

All repair work shall be executed within the period specified in the Appendix to Tender. All new equipment, materials and systems shall be furnished with a written guarantee of a defects liability period of 6 (six) months commencing on the date of issue of a certificate of completion of the repair work. These guarantees shall be furnished in favor of the Department of Public Works and Infrastructure.

Repair work items for the refrigeration systems are categorized under the following headings:

- (a) Refrigeration Plant, inclusive of compressor, evaporators, expansion valve and condensers.
- (b) Electrical, Instrumentation and Control System
- (c) Cold Room/ Freezer Unit

#### **FA 11 MAINTENANCE TO INSTALLATIONS, SYSTEMS AND EQUIPMENT**

##### **FA 11.01 GENERAL**

Maintenance responsibilities for each installation including all units and components as specified, shall commence with access to the site. A difference shall be made in payment for the maintenance prior to and after practical completion of repair work.

Maintenance responsibilities of the completed installation shall commence upon the issue of a certificate of practical completion for repair work, and shall continue for the remainder of the 24-month contract period.

10	Check that all bolts and screws are properly secured on fans and compressor	Technician and Assistant	Check and correct
11	Inspect and test HP and LP switches for correct operation.	Technician and Assistant	Inspect and correct
12	Check/inspect all electrical devices (controllers, contactors, relays) and electrical wiring connections tightness in the electrical panel and correct them If necessary. Record all abnormalities and report accordingly.	Technician and Assistant	Inspect and correct
13	Examine condenser coil and comb fins if necessary	Technician and Assistant	Check and correct
14	Inspect refrigerant piping insulation and condensate pump	Technician and Assistant	Inspect and correct
15	Check and record any leakage of refrigerant or recovered refrigerant.	Technician and Assistant	Check and correct

TABLE FA 11.02/2: SIX-MONTHLY ACTIONS AND MAINTENANCE

Item	Maintenance Task Description	Responsibility	Action
1	Perform the 3 monthly inspection and testing scope of work. And then the following scope of work:	Technician and Assistant	Perform
2	<b><u>Compressors, Discharge and Suction Line</u></b>		
2.1	Note down compressor amperages before and after service	Technician and Assistant	Record
2.2	Eliminate any undue noise or vibration for each system. Check the entire system for loose components and tighten them accordingly.	Technician and Assistant	Check and correct
2.3	Test and note down all leaks or refrigerant leaks for each system. Repair all found leaks.	Technician and Assistant	Record, test and repair
2.4	Get the refrigerant level right by refilling if the level has dropped for each system. Ensure that the refrigerant is dry	Technician and Assistant	Check and correct
2.5	Bring HP up and ensure that HP cut-cut trips at the correct pressure. Note down the settings.	Technician and Assistant	Record, check and correct
2.6	Bring LP up and ensure that LP cut-cut trips at the correct pressure. Note down the settings	Technician and Assistant	Record, check and correct
2.7	Check and calibrate all transmitters, sensors, and controllers	Technician and Assistant	Check and correct
3	<b>Electrical and Control Panels</b>		
3.1	Clean out the panel (blow dry and wipe) and test operation of all power isolator, breakers and contactors. Ensure that all electrical terminals are lightened.	Technician and Assistant	Check, clean and correct
3.2	Ensure that all protections are operational.	Technician and Assistant	Check and Correct
3.3	Correctly set the defrost intervals for the system.	Technician and Assistant	Check and Correct
3.4	Set defrost elements, door, and drain heaters timers to correct operational (Freezer rooms only). Also check element amperage and resistance.	Technician and Assistant	Check and Correct

3.5	During normal cold room and freezer operation, check the electrical panel of hot spots (by performing thermography)	Technician and Assistant	Record, check and correct
4	<b><u>Condenser and Evaporator</u></b>		
4.1	Set the TX valve for correct operation and superheat setting. Reset if necessary	Technician and Assistant	Record, check and correct
4.2	Adjust all system temperatures to the correct operational range.	Technician and Assistant	Check and Correct
4.3	Clean condenser and evaporator coil with proprietary coil cleaner	Technician and Assistant	Clean
4.4	Scrape, treat, and paint rust on the evaporator and condenser	Technician and Assistant	Clean and repaint
4.5	Calibrate dial thermometers.	Technician and Assistant	Calibrate
4.6	Test (vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system.	Technician and Assistant	Test and Correct
4.7	Leak test on both lines (suction and discharge) for the whole system and repair any leak	Technician and Assistant	Test and Correct
4.8	Clean evaporator drainage system.	Technician and Assistant	Clean
4.8	Check the drainage system on the condenser.	Technician and Assistant	Check and clean
4.9	Check the solenoid valve operation on defrost and ensure correct functionality.	Technician and Assistant	Check and correct
4.10	Check and calibrate all transmitters, gauges, sensors, and controllers	Technician and Assistant	Check and calibrate
5	<b><u>Walls and Floors</u></b>		
5.1	Ensure that cold and freezer room walls, floors, and ceiling for deterioration all clear from ice build-up	Assistant	Clean
5.2	Clean and remove loose paint and scale, repaint as required.	Assistant	Clean
5.3	Clean plant room area	Assistant	Clean
5.4	Ensure that cold and freezer room walls, floors, ceiling are all clear from ice build-up.	Assistant	Clean

TABLE FA 11.02/3: ANNUAL ACTIONS AND MAINTENANCE

Item	Maintenance Task Description	Responsibility	Action
1	Perform the 3 monthly inspection and testing scope of work. And then the following scope of work:	Technician and Assistant	Perform
2	<b><u>Compressors, Discharge and Suction Line</u></b>		
2.1	Note down compressor amperages before and after service	Technician and Assistant	Record
2.2	Eliminate any undue noise or vibration for each system. Check the entire system for loose components and tighten them accordingly.	Technician and Assistant	Check and correct
2.3	Test and note down all leaks or refrigerant leaks for each system. Repair all found leaks.	Technician and Assistant	Record, test and repair

2.4	Get the refrigerant level right by refilling if the level has dropped for each system. Ensure that the refrigerant is dry	Technician and Assistant	Check and correct
2.5	Bring HP up and ensure that HP cut-cut trips at the correct pressure, Note down the settings.	Technician and Assistant	Record, check and correct
2.6	Bring LP up and ensure that LP cut-cut trips at the correct pressure, Note down the settings	Technician and Assistant	Record, check and correct
2.7	Check and calibrate all transmitters, sensors, and controllers	Technician and Assistant	Check and correct
3	<b>Electrical and Control Panels</b>		
3.1	Clean out the panel (blow dry and wipe) and test operation of all power isolator, breakers and contactors. Ensure that all electrical terminals are tightened.	Technician and Assistant	Check, clean and correct
3.2	Ensure that all protections are operational.	Technician and Assistant	Check and Correct
3.3	Correctly set the defrost intervals for the system.	Technician and Assistant	Check and Correct
3.4	Set defrost elements, door, and drain heaters timers to correct operational (Freezer rooms only). Also check element amperage and resistance.	Technician and Assistant	Check and Correct
3.5	During normal cold room and freezer operation, check the electrical panel of hot spots (by performing thermography)	Technician and Assistant	Record, check and correct
4	<b>Condenser and Evaporator</b>		
4.1	Set the TX valve for correct operation and superheat setting. Reset If necessary	Technician and Assistant	Record, check and correct
4.2	Adjust all system temperatures to the correct operational range.	Technician and Assistant	Check and Correct
4.3	Clean condenser and evaporator coil with proprietary coil cleaner	Technician and Assistant	Clean
4.4	Scrape, treat, and paint rust on the evaporator and condenser	Technician and Assistant	Clean and repaint
4.5	Calibrate dial thermometers.	Technician and Assistant	Calibrate
4.6	Test (vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system.	Technician and Assistant	Test and Correct
4.7	Leak test on both lines (suction and discharge) for the whole system and repair any leak	Technician and Assistant	Test and Correct
4.8	Clean evaporator drainage system.	Technician and Assistant	Clean
4.8	Check the drainage system on the condenser.	Technician and Assistant	Check and clean
4.9	Check the solenoid valve operation on defrost and ensure correct functionality.	Technician and Assistant	Check and correct
4.10	Check and calibrate all transmitters, gauges, sensors, and controllers	Technician and Assistant	Check and calibrate
5	<b>Walls and Floors</b>		

5.1	Ensure that cold and freezer room walls, floors, and ceiling for deterioration all clear from ice build-up	Assistant	Clean
5.2	Clean and remove loose paint and scale, repaint as required.	Assistant	Clean
5.3	Clean plant room area	Assistant	Clean
5.4	Ensure that cold and freezer room walls, floors, ceiling are all clear from ice build-up.	Assistant	Clean

#### FA 11.03 **CORRECTIVE MAINTENANCE**

This corrective maintenance of the installations, systems and equipment shall be done in accordance with General Maintenance and the Particular Specification related to this work.

The Contractor shall inspect and check all equipment, materials, systems and installation for any pending breakdowns, maladjustments or anomalies of equipment.

The Contractor shall report and take actions to correct such shortfall.

#### FA 11.04 **BREAKDOWN MAINTENANCE**

Breakdown maintenance of the installations, systems and equipment shall be done in accordance with General Maintenance.

All breakdown problems experienced shall be acted upon within the time limitations allowed in the General Maintenance specifications.

All breakdown maintenance shall be done in accordance with the relevant specifications, standards, regulations and codes.

Breakdown to be reported by user department to Department of Public Works and Infrastructure via call center, and contractor can only be instructed by the DPWI. Such instruction must be accompanied by breakdown reference number and job card. No claim will be processed if such information is missing.

The Contractor shall have access to the necessary spares, equipment and tools for any possible breakdowns.