



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER NO: ID: 156361

DE AAR AREA: SERVICING, MAINTENANCE AND REPAIR OF KITCHEN EQUIPMENT, COLD AND FREEZER ROOMS AT VARIOUS CLIENTS (24 MONTHS TERM CONTRACT)

SPECIFICATION/ SCOPE OF WORK

TENDER DOCUMENT

Year 2022/2023

ISSUED BY:

PREPARED BY: Mr Olebogeng Molale

**DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X 5002
OLD MAGISTRATE COURT BUILDING
21-23 MARKET SQUARE, KIMBERLEY
8301**

NAME OF TENDERER:

DPWI Scam Alert!

The Department of Public Works and Infrastructure (DPWI) would like to once again warn members of the public and service providers about a scam doing rounds using personal details of DPWI staff members to scam the public.

Members of the public and those who are doing business with DPWI are cautioned to be extra vigilant around this time of the lockdown, whereby unscrupulous people use any available opportunity to scam them.

If anyone receives such an invitation purporting to be from any staff member, please verify with DPWI by calling the following officials;

Ms Wendy Khumalo

Telephone number: 053 8385359

Email: Wendy.Khumalo@dpw.gov.za

Ms Gail Aysen

Telephone number – 053 8385221

Email – Gail.Aysen@dpw.gov.za



SERVICE PROVIDER DOCUMENT COMPLETION GUIDE: WHAT TO AVOID AND/OR REMEMBER WHEN COMPLETING THESE TENDER DOCUMENTS.

1. **PA - 32 INVITATION TO BID** – the **total bid price** calculated on the bill of quantities and/or PA 30.1 **MUST** be transferred to the PA-32 form and completed at the bottom right corner.
2. **DPW – 07 FORM OF OFFER AND ACCEPTANCE** – the **total bid price** calculated on the bill of quantities should be carried over from the bill of quantities (BOQ) to DPW-07 in both numerical and in words format. It should be noted that should there be a price difference between numeric value offer and the offer in words, the offer in words shall prevail.
3. **PA – 36 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTOR** – ensure that you read the guidelines included in the bid documents for clarification of the document to be completed, critical areas to complete

3.1. Par 3

Does any portion of the goods or services offered
have any imported content?

(Tick applicable box)

YES		NO	
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If yes is indicated above, please complete the appropriate currency and rate of exchange for the specific currency

3.2. Local Content Declaration:

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

On the above table extracted from PA-36 input the summary as calculated in Annexure C of the bid document

🚩 Bid Price, excluding VAT (y) – transfer price from **C20 Total Tender Value**

🚩 Imported content (x), as calculated in terms of SATS 1286:2011 – transfer from **C23 Total Imported Content** (If applicable)



Stipulated minimum threshold – **refer to Annexure C if more than 1 designated item**



Local content % - **refer to Annexure C if more than 1 designated item**

NB: Bidders should complete PA 36 and Annexure C fully and accurately, where bidder indicates exemption by inputting values on column C11, C12 C18 and C21 please ensure that a letter of exemption approval is attached on the bid document as approved by the DTIC. If there is no approval then these columns should be left blank.

Please note: both the PA 36 and Annexure C are to be signed by bidder and submitted before closure of RFQ or RFT

4. **PA - 11 BIDDERS DISCLOSURE** – declare any related company interest (where you have controlling interest) including those reflecting on the **CSD report** under each director/member of your company (*if, tick YES on point 2.3. Furnish the details on 2.3.1*).
5. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, BBBEE status level of contribution claimed indicated in sec 6, 1.1 according to the entities BBBEE Level (i.e. for 80/20, Level 1 = **20** points, indicate 20 as maximum claimed).
6. **ORIGINAL OR CERTIFIED BBBEE SWORN AFFIDAVIT** - Ensure that the sworn affidavit is signed and dated in the presence of the Commissioner of Oaths. The date of the deponent and the commissioner must be the same date. **CIPC sworn affidavit** are preferred but not compulsory
7. **ORIGINAL OR CERTIFIED BBBEE CERTIFICATE** - must be issued by a SANAS accredited agency and all other required certificates must be issued by the relevant accredited agency. Please verify that the your certificate issuing providers are registered on SANAS to ensure your certificates are accredited www.sanas.co.za under accredited organizations
8. **PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form **MUST** be fully completed and signed in ink.
9. **ERRORS ON THE BOQ** – Ensure correct and accurate carry-over of totals throughout the BOQ

Please ensure that you completely fill in the document, where not sure kindly contact this office for assistance, should you fail to submit a fully compliant document you may be rendered **administratively non-responsive** thus disqualified from further evaluation.

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Service, maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months
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Tender no:	ID156361	Reference no:	
Advertising date:	26/08/2022	Closing date:	16/09/2022
Closing time:	11h00	Validity period:	12 Weeks (84 calendar days)

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 ME or 5 ME*** 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 **select tender value range select class of construction works 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"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
8	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
9	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
10	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
11	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents

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PA-04 (EC): Notice and Invitation to Tender

12	<input checked="" 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.
13	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
14	<input checked="" type="checkbox"/>	Submission of valid proof of registration with SAQCC-gas as an authorised gas practitioner in refrigeration
15	<input type="checkbox"/>	
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

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-11 revised): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input 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.
10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

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3. PRE-QUALIFICATION CRITERIA

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	<p>A tenderer subcontracting a minimum of 30% to:</p> <p><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;</p>

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.

Minimum functionality score to qualify for further evaluation:	50
Functionality criteria:	Weighting factor:
<p>1. Number of projects completed in refrigeration/air conditioning installation or maintenance. Please provide signed reference letters or completion certificates from project manager/consultant/client confirming company quality of work and adherence to timeframe. Reference letter or completion certificate must include the project description, contact details, start and completion date. Completed projects in the previous 10 years.</p> <p>1.1 5 and above projects completed - 5 points 1.2 4 projects completed - 4 points 1.3 3 projects completed - 3 points 1.4 2 projects completed - 2 points 1.5 1 and no information provided - 0 points Provide copy/ies of prtctal completion certificates as proof</p>	25
<p>2. Number of projects completed on kitchen equipment installation or maintenance.</p> <p>2.1 5 and above projects completed - 5 points 2.2 4 projects completed - 4 points 2.3 3 projects completed - 3 points 2.4 2 projects completed - 2 points 2.5 1 and no information provided - 0 points Provide copy/ies of prtctal completion certificates as proof</p>	25
<p>3. Staffing resources: Previous expirience as a technician in refrigeration</p> <p>3.1 5 years and above as a refrigeration technician - 5 points 3.2 4 years as a refrigeration technician - 4 points 3.3 3 years as a refrigeration technician - 3 points 3.4 2 years as a refrigeration technician - 2 points 3.5 No information provided - 0 points</p>	10

4. Staffing resources: Previous experience as a Mechanical artisan or technician 4.1 5 years and above as a Mechanical artisan or technician - 5 points 4.2 4 years as a Mechanical artisan or technician - 4 points 4.3 3 years as a Mechanical artisan or technician - 3 points 4.4 2 years as a Mechanical artisan or technician - 2 points 4.5 No information provided - 0 points	10
5. Number of refrigeration/electrical artisan or technician 5.1 5 or more artisans/technicians - 5 points 5.2 4 artisans/technicians - 4 points 5.3 3 artisans/technicians - 3 points 5.4 2 artisans/technicians - 2 points 5.5 No information provided - 0 points	10
6. Financial capability 6.1 Credit rating A - 5 points 6.2 Credit rating B - 4 points 6.3 Credit rating C - 3 points 6.4 Credit rating D - 2 points 6.5 Credit ratings E-H/no information provided - 0 points Provide bank rating not older than 3 months before the closing date of this tender from the accredited banking institution to justify the credit risk.	20
Total	100 Points

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4. 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"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 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.

5. 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.

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".

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.

5.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer 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,

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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.

5.2 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.

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6. 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 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.	Not applicable
(b)	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	Not applicable
(c)	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.	Not applicable

(d)	Minimum Targeted Local Labour 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.	Not applicable
(e)	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 and 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.	Not applicable
(f)	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 and 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.	Not applicable
(g)	DPWI National Youth Service training and development programme (NYS).	Applicable
(h)	Labour Intensive Works	Not applicable
(i)		Select
(j)		Select

7. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address 21-23 Market Square, Old Magistrate Building, Kimberley. A non-refundable bid deposit of R 300.00 is payable (cash only) on collection of the bid documents.

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8. 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 **not compulsory**

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

Venue:	Microsoft teams		
Virtual meeting Link:	Meeting ID: 388 955 502 396 Passcode: AZHhuL		
Date:	05/09/2022	Starting time:	11h00

9. ENQUIRIES

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: 27 June 2022

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PA-04 (EC): Notice and Invitation to Tender

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	Olebogeng Molale	Telephone no:	0183865250
Cellular phone no:	0829069904	Fax no:	
E-mail:	olebogeng.molale@dpw.gov.za		

10. DEPOSIT / RETURN OF TENDER DOCUMENTS

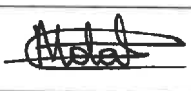
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8301 Attention: Procurement section: Room Security	OR	Deposited in the tender box at: 21-23 Market Square Old Magistrate Building Kimberley Security
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11. COMPILED BY:

Olebogeng Molale		25/08/2022
Name of Project Manager	Signature	Date

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 consortium² 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.

² 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:	<i>Service, maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>		
Tender no:		Reference no:	ID156361

OFFER

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

Service, maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 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:.....
--	-----------	--

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"

For Internal & External Use

Tender no: ID156361

AND WHO IS:

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>In his/her capacity as:</p>	<p>Note:</p> <p>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.</p>
--	--

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: ID156361

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

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

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"

Tender no: ID156361

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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"

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?%

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM
Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

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 Use

Effective date 20 September 2021

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[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... **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".

For Internal Use

Effective date 20 September 2021

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

Project title:	<i>Service, maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>		
Tender / quotation no:	ID156361	Closing date:	16/09/2022
Advertising date:	26/08/2022	Validity period:	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:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>Service, maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>		
Tender no:	ID156361	Reference no:	
Closing date:			

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: **05/09/2022**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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:

- 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)

- *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			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

PA-15.1: Resolution of Board of Directors

17			
18			
19			
20			

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:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. 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).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a 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)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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 FOR PREFERENTIAL PROCUREMENT

Tender no: ID156361

Name of Tenderer

☐ EME¹
☐ QSE²
☐ 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)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: ID156361

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), the Preferential Procurement Regulations, 2017, 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

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

- D9. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).
- D10. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).
- D11. Imported value as per commercial invoice**
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D12. Tender exchange rate**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D13. Local value of imports**
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.
- D14. Freight costs to port of entry**
Provide the freight costs to the South African Port of the exempted imported item.
- D15. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.
- D16. Total landed costs excl VAT**
Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.
- D17. Tender quantity**
Provide the tender quantity of the exempted imported products as per the tender specification.
- D18. Exempted imported value**
Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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".

Page 1 of 4

PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Drain valve (Chrome swivel type)	70%
Water solenoid valve	70%
Oven Thermo valve	70%
EPWP branded hard hat	100%
EPWP branded overalls	100%
Safety shoes	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

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

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

IN RESPECT OF BID NO.

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

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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".

Page 3 of 4



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C7)	Specified local content %

1001

(C1) (C2) (C3) (C4) (C5) (C6) (C7)

Date: _____

	(C20) Total tender value	(C21) Total Exempt imported content	(C22) Total Tender value net of exempt imported content
--	--------------------------	-------------------------------------	---

	(C23) Total Imported content	(C24) Total local content	(C25) Average local content % of tender
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Pula

Calculation of imported content

(019) Total exempt imported value	This total must correspond with Annex C - C.21

Calculation of imported content

		(b32) Total imported value by tenderer	

Calculation of imported content

Calculation of foreign currency

Date: _____

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ID156361	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Service, maintenance and repair of kitchen equipment	
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
10.1.7	Drain valve (Chrome swivel type)		
10.4.10	Water solenoid valve		
10.9.3	Oven Thermo valve		
6.5.1 & 12.1.1	EPWP branded hard hat		
6.5.2 & 12.1.2	EPWP branded overalls		
6.5.3 & 12.1.3	Safety shoes		
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

BILL No: 2: DE AAR AREA

CLUSTER

AREA: **DE AAR AREA**

Item	Description	Unit Measure	Unit Qty	Qty Services	Rate P/Service	Amount
	Prices shall include all items as per the service schedules stipulated in Part C3. (Monthly Services x rate = Amount)					
	Consumables as per Page 2.1.15 will be included in the item prices for Monthly and annually services.					
	Transport for Monthly and annually services will be measured under Bill 5 - Dayworks					
	Item prices below to be inclusive of labour cost for services					
2,1	SANDE					
2.1.1	DE AAR 97 AMMUNITION DEPOT					
	Cold Room	monthly	no	2	22	
		annual	no	2	2	
	Freezer Room	monthly	no	1	22	
		annual	no	1	2	
2,2	DCS					
2.2.1	DE AAR PRIDON					
	Cold Room	monthly	no	1	22	
		annual	no	1	2	
	Freezer Room	monthly	no	1	22	
		annual	no	1	2	
2.2.2	COLESBERG PRISON					
	Cold Room	monthly	no	1	22	
		annual	no	1	2	
	Freezer Room	monthly	no	2	22	
		annual	no	2	2	
2.2.3	VICTORIA WEST PRISON					
	Cold Room	monthly	no	1	22	
		annual	no	1	2	
	Freezer Room	monthly	no	1	22	
		annual	no	1	2	
TOTAL CARRIED OVER TO FINAL SUMMARY						

KIMBERLEY

REGIONAL OFFICCE

CLUSTER AREA:

DE AAR

BILL No: 1: Preliminary and General

Item	Description	Unit Measure	Unit Qty	Unit Rate	Amount
1	Conditions of Contract: Compliance with contractual requirements and obligations in terms of Contract and Contract Data				
1,1	Conditions accepted as elsewhere measured: Fixed	sum	0		
1,2	Conditions accepted as elsewhere measured: Time related	sum	0		
1,3	Conditions accepted as elsewhere measured: Value related	sum	0		
1,4	Surety, performance bond: Fixed	sum	0		
1,5	Insurance: Construction works: time related	sum	0		
1,6	Insurance: Public Liability: Time related	sum	0		
1,7	Insurance: Special Risks: (SASRIA): Time related	sum	0		
1,8	Insurance: Occupational Compensation (UIF): Time related	sum	48		
1,9	Programme of Works: Compile & Submit: Fixed	sum	1		
1,10	Programme of Works: Maintaine current: Time related	sum	1		
1,11	Preliminary & General: balance of items: Fixed	sum	1		
	Facilities as specified or necessary for the duration of the contract including establishment at commencement and removal upon completion				
1,12	Admin facilities: Site Instruction book, communications etc	sum	1		
1,13	Display boards places at each plant room or container	no	30		
CARRIED FORWARD				R	

Item	Description	Unit Measure	Unit Qty	Unit Rate	Amount
BROUGHT FORWARD			R		
	Occupational Health and Safety: Compliance with the applicable Act including specified additional requirements				
1,14	Safety Officer appoint	sum	0		
1,15	Submit Health and Safety Plan	sum	1		
1,16	First Aid kits: Supply and maintain (to be kept in vehicles)	sum	2		
1,17	Safety meetings: conduct and record proceedings, copy to Facilities Manager	sum	0		
1,18	Balance of safety related compliance	sum	0		
	Supervision and Management of the progress of construction works including the attendance at meetings at the site with the Employer or the Engineer as and when required.				
1,19	Supervision and Management	sum	0		
1,20	Access control and identification of staff	sum	4		
1,21	Quality system	sum	0		
	Brought forward				
2	Allow for all costs that the Contractor may incur in terms of any or all of descriptions of these documents and of the drawings covered in the schedule below.				
2,1	As-installed drawings, manuals and operating instructions.	Sum	-		
TOTAL FOR PRELIMINARY AND GENERAL - CARRIED FORWARD TO SUMMARY PAGE					

**BILL No: 3: De Aar Area****Cold and Freezer Room**

Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
3.1	Cold & Freezer Room installation: Cold & Freezer room apitures				
3.1.1	Replace evaporator fan	no	10		
3.1.2	Replace evaporator complete	no	4		
3.1.3	Replace drain heater rope element	no	20		
3.1.4	Replace drain pipe				
	20mm PVC	m	20		
	40mm PVC	m	20		
3.1.5	Replace door seal	no	6		
3.1.6	Replace door hinges	no	6		
3.1.7	Replace door handle (external)	no	2		
3.1.8	Replace emergency door push handle (Internal)	no	2		
3.1.9	Replace drain Pan	no	2		
3.1.10	Replace evaporator fan safety cowl	no	6		
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	4		
3.1.13	Supply and install perspex air curtains	no	12		
3.1.14	Replace freezer door heating strip	no	4		
3.2	Cold & Freezer Room installation: Cold & Freezer compressor room apitures				
3.2.1	Replace condensing unit fan	no	8		
3.2.2	Replace refrigerant 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	12		
	3/8	no	12		
	1/2	no	12		
	9/16	no	12		
	5/8	no	12		
3.2.4	Replace inline refrigerant sight glass				
	1/4	no	2		
	3/8	no	2		
	1/2	no	2		
	9/16	no	2		
	5/8	no	2		
		Carried Forward			



Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
			Brought Forward		R 0,00
3.2.5	Replace compressor oil heater	no	4		
3.2.6	Replace compressor oil	lt	20		
3.2.7	Replace condensing coil complete	no	4		
3.2.8	Repalce compressor complete (Inclusive of removal, system vacuum and recharge with refrigerant)				
	3.5: kW	no	2		
	4: kW	no	2		
	4.5 kw	no	2		
	5: kW	no	2		
	5.5: kW	no	2		
3.2.9	Replace R22 refrigerant Inclusive of system vacuum process and recharging with				
	Cold Rooms: R404A Refrigerant	Kg	50		
	Freezer Rooms: R404A Refrigerant	Kg	50		
3.2.10	System vacuum and recharging with refrigerant				
	Cold Rooms: R501A Refrigerant	Kg	50		
	Freezer Rooms: R501A Refrigerant	Kg	50		
3.2.11	Replace HP/LP pressure regulator control	no	6		
3.2.12	Replace temperature guage	no	6		
3.2.13	Replace thermostat	no	6		
3.3	Cold & Freezer Room installation: Cold & Freezer room Electrical associated installations.				
3.3.1	Replace circuit breakers				
	10amp Single Pole	no	5		
	15amp Single Pole	no	5		
	20amp Single Pole	no	5		
	25amp Single Pole	no	5		
	30amp Single Pole	no	5		
	45amp Single Pole	no	5		
	25amp Double Pole	no	5		
	30amp Double Pole	no	5		
	45amp Double Pole	no	5		
	60amp Triple Pole main switch	no	5		
	60amp Earth Leakage	no	5		
3.3.2	Replace electrical conductors				
	1.5mm	m	100		
	2.5mm	m	100		
	4.0mm	m	100		
	1.5mm coper earth wire	m	100		
	2.5mm coper earth wire	m	100		
			Carried Forward		



Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
			Brought Forward		R 0,00
3.3.3	Replace armoured cable				
	4mm 4 core	m	25		
	6mm 4 core	m	25		
	8mm 4 core	m	20		
	10mm 4 core	m	15		
3.4	Refrigerant Pipe Insulation				
3.4.1	Remove existing damaged insulation and replace with new a per existing. 3/8 to 5/8 internal diameter	m	50		
Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
3.4.2	Replace lagging to refrigerant pipe work	m	50		
3.5	Bracketing				
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.				
	3/8 to 5/8	number	30		
3.5.2	Replace eye bolts on existing pole supports.	number	50		
3.5.3	New wall type brackets to suit existing.	number	25		
3.6	Waste removal, recycling and disposal			-	
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	Painting				
	Scrape down and refurbish paint work as follows				
3.7.1	Cold Room walls	m ²	50		
3.7.2	Freezer Room walls	m ²	50		
3.7.3	Door architrave	lm	25		
3.7.4	Ceilings	m ²	25		
3.8	Corrosion Protection				
	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 to final summary		

BILL No: 4: De Aar Area

Stand Alone, Chest Freezer and Under Bar

Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
4.1	Stand Alone Freezer cabinets:				
4.1.1	Replace evaporator fan	no	0		
4.1.2	Replace evaporator complete	no	0		
4.1.3	Replace door seal	no	0		
4.1.4	Replace door hinges	no	0		
4.1.5	Replace door handles	no	0		
4.1.6	Replace evaporator fan safety cowling	no	0		
4.1.7	Replace complete door inclusive of hinges, door seal and door handles	no	0		
4.1.8	Replace freezer door heating strip	no	0		
4.1.9	Repalce condensing unit fan	no	0		
4.1.10	Repalace regrigerant piping	m	0		
	1/4	m	0		
	3/8	m	0		
	1/2	m	0		
	9/16	m	0		
	5/8	m	0		
4.1.11	Replace condensing coil complete	no	0		
4.1.12	Repalce compressor complete (Hermetic/Semi-Hermetic type)				
	3.5: kW	no	0		
	4.: kW	no	0		
	4.5: kW	no	0		
	5: kW	no	0		
	5.5: kW	no	0		
4.1.13	Replace R22 refrigerant Inclusive of system vacuum process and recharging with				
	Refrigerator: R422A Refrigerant	Kg	0		
	Freezer: R422D Refrigerant	Kg	0		
4.1.14	System vacuum and recharging with refrigerant				
	Cold Rooms: R422A Refrigerant	Kg	0		
	Freezer Rooms: R422D Refrigerant	Kg	0		
4.1.15	Replace pressure regulator control	no	0		
4.1.16	Replace temperature guage	no	0		
4.1.17	Replace thermostat	no	0		
				Carried Forward	



Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
			Brought Forward		
4.2	Chest Freezer cabinets:				
4.2.1	Repalce compressor complete (Hermetic/Semi-Hermetic type)				
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	0		
4.2.2	Replace R22 refrigerant Inclusive of system vacum process and recharging with				
	Refrigerator: R422A Refrigerant	Kg	0		
	Freezer: R422D Refrigerant	Kg	0		
4.2.3	System vacum and recharging with refrigerant				
	Cold Rooms: R422A Refrigerant	Kg	0		
	Freezer Rooms: R422D Refrigerant	Kg	0		
4.2.4	Replace thermostate	no	0		
4.2.5	Replace door seal	no	0		
4.2.6	Replace door hinges	no	0		
4.2.7	Replace door handles	no	0		
5.1	Painting				
	Scrape dow and refurbish paint work as follows				
5.1.1	Cold Room walls	m ²	0		
5.1.2	Freezer Room walls	m ²	0		
5.1.3	Door architrave	lm	0		
5.1.4	Ceilings	m ²	0		
6.1	Corrosion Protection				
	Spray two coats corrosion protection on following equipment				
6.1.1	Condensing Coils (Equal to Blue Guard)	sum	-		
6.1.2	Body parts (Transparent in colour)	sum	-		
6.1.3	Electrical components (Approved protection for electrical components (Transparent in colour)	sum	-		
			Carried Forward		



Item	Description	Unit Measure	Unit QTY	Unit Rate	Amount
			Brought Forward		
7.1	Under counter bar fridges				
7.1.1	Repalce compressor complete (Hermetic/Semi-Hermetic type)				
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	0		
	xxxxxxxxxxxxx: kW	no	2		
7.1.2	Replace R22 refrigerant Inclusive of system vacuum process and recharging with				
	Refrigerator: R422A Refrigerant	Kg	0		
	Freezer: R422D Refrigerant	Kg	0		
7.1.3	System vacuum and recharging with refrigerant				
	Cold Rooms: R422A Refrigerant	Kg	0		
	Freezer Rooms: R422D Refrigerant	Kg	0		
7.1.4	Replace thermostate	no	0		
7.1.5	Replace door seal	no	0		
7.1.6	Replace door hinges	no	0		
7.1.7	Replace door handles	no	0		
8.1	Painting				
	Scrape dow and refurbish paint work as follows				
8.1.1	Cold Room walls	m ²	0		
8.1.2	Freezer Room walls	m ²	0		
8.1.3	Door architrave	lm	0		
8.1.4	Ceilings	m ²	0		
9.1	Corrosion Protection				
	Spray two coats corrosion protection on following equipment				
9.1.1	Condensing Coils (Equal to Blue Guard)	sum	-		
9.1.2	Body parts (Transparent in colour)	sum	-		
6.1.3	Electrical components (Approved protection for electrical components (Transparent in colour)	sum	-		
		Total carried to final summary			

Dayworks

[illegible]

BILL No: 6: Kimberley Area "B"**Skills Development – Internship/Beneficiary**

	Employment of Youth Workers	UNIT	Quantity	Rate	AMOUNT R c
6	Conditions of Contracts: Compliance with all contractual requirements and obligations in terms of the General Conditions of Contract and the Contract Data.				
6.1	Access control & identity of staff: Fixed	sum	1		
6.2	Preliminary & General for period of 24 months: Fixed	sum	1		
6.3	Programme of the Works:				
	Prepare	sum	1		
	Submit	sum	1		
	Maintain current	sum	1		
6.4	<u>EMPLOYMENTS OF YOUTH WORKERS</u>		1		
			1		
	Employment of Youth Workers		1		
			1		
	The unit of measurement shall be the number of youth workers at the labour rate of R2500 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of two (2) youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 24 months appointment for youth worker/s. Allow for R2500.00/mth x 12mths		1		
6.4.1	Allow for R3000.00/mth x 24mths x 2 EPWP	Months	24	R144 000,00	R144 000,00
6.4.2	Allow for 6% increase in year two	Months	24	R8 640,00	R8 640,00
6.4.3	Profit and attendance (ref.SL 11.05.02)				
	Admin and Transport	sum	1		
6.5	<u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS</u>				
6.5.1	EPWP branded hard hat	sum	2		
6.5.2	EPWP branded overalls	sum	2		
6.5.3	Safety boots	sum	2		
6.6	Provide all youth worker with prescribe Mechanical tools for the respective trade specification for the mentioned tools to be provided by the service provider. These tools will become the property of the youth workers after the completion of the program. x2	sum	2		

Maintenance Term Contract BOQ - January 2017

Summary **De Aar Area: Service and Maintenance of Cold and Freezer Room for 24 Months Term Contract**

Tender No.....

Bill no.	Description	Amount
1	Preliminaries and General	
2	BILL No 2: Servicing of plant	
3	Bill No 3: Cold & Freezer Room Repairs	
4	Bill No 4: Stand Alone, Chest Freezer & Under Bar counter fridge Repairs	
5	Bill No 5 Dayworks	
6	Bill NO 6 EPWP	
Total carried to total summary table		

Summary Table

Totals

Total of Schedule of Quantities 1 to 6	
Value added Tax (VAT) The Tenderer shall add 15% of the Total of Schedule of Quantities above	
Tender Sum carried to combine with kitchen equipment and write it on 'Form of Offer and Acceptance' DPW-07-EC	

XXXXXXXXXXXXXXXXXX

KIMBERLEY REGIONAL OFFICCE

CLUSTER AREA:

De Aar Area

BILL No: 1: Preliminary and General

Item	Description	Unit Measure	Unit Qty	Unit Rate	Amount
7	Conditions of Contract: Compliance with contractual requirements and obligations in terms of Contract and Contract Data				
7,1	Conditions accepted as elsewhere measured: Fixed	sum	0		
7,2	Conditions accepted as elsewhere measured: Time related	sum	0		
7,3	Conditions accepted as elsewhere measured: Value related	sum	0		
7,4	Surety, performance bond: Fixed	sum	0		
7,5	Insurance: Construction works: time related	sum	0		
7,6	Insurance: Public Liability: Time related	sum	0		
7,7	Insurance: Special Risks: (SASRIA): Time related	sum	0		
7,8	Insurance: Occupational Compensation (COID): Time related	sum	0	R 0,00	R 0,00
7,9	Programme of Works: Compile & Submit: Fixed	sum	0	R 0,00	R 0,00
7,10	Programme of Works: Maintaine current: Time related	sum	0	R 0,00	R 0,00
7,11	Preliminary & General: balance of items: Fixed	sum	0	R 0,00	R 0,00
	Facilities as specified or necessary for the duration of the contract including establishment at commencement and removal upon completion				
7,12	Admin facilities: Site Instruction book, communications etc	sum	0		
7,13	Display boards places at each plant room or container	no	0		
CARRIED FORWARD				R	

Item	Description	Unit Measure	Unit Qty	Unit Rate	Amount
BRAUGHT FORWARD				R	
	Occupational Health and Safty: Compliance with the applicable Act including specified additional requirements				
77,14	Safety Officer appoint	sum	0	R 0,00	R 0,00
7,15	Submit Health and Safety Plan	sum	0	R 0,00	R 0,00
7,16	First Aid kits: Supply and maintain (to be kept in vehicles)	sum	0	R 0,00	R 0,00
7,17	Safety meetings: conduct and record proceedings, copy to Facilities Manager	sum	0		R 0,00
7,18	Balance of safety related compliance	sum	0		R 0,00
	Supervision and Management of the progress of construction works including the attendance at meetings at the site with the Employer or the Engineer as and when required.				
7,19	Supervision and Management	sum	0		
7,20	Access control and identification of staff	sum	0		
7,21	Quality system	sum	0		
	Brought forward				
8	Allow for all costs that the Contractor may incur in terms of any or all of descriptions of these documents and of the drawings covered in the schedule below.				
8,1	As-installed drawings, manuals and operating instructions.	Sum	-	-	
TOTAL FOR PRELIMINARY AND GENERAL - CARRIED FORWARD TO SUMMARY PAGE					R 0,00

BILL No: 2: De Aar Area

CLUSTER

AREA: **DE AAR**

Item	Description	Unit Measure	Unit Qty	Qty Services p/unit	Total Qty Services	Rate P/Service	Amount
9	Prices shall include all items as per the service schedules stipulated in Part C3. (Monthly Services x rate = Amount)						
	Consumables as per Page 2.1.15 will be included in the item prices for Monthly and annually services.						
	Transport for Monthly and annually services will be measured under Bill 4 - Dayworks						
	Item prices below to be inclusive of labour cost for services						
9.1	DCS						
9.1.1	RICHMOND PRISON						
	Cooking pots oil jacket	monthly	no	1	22	22	
		annual	no	1	2	2	
	Stove electrical	monthly	no	1	22	22	
		annual	no	1	2	2	
	Tilting pans	monthly	no	1	22	22	
		annual	no	1	2	2	
	Convection Oven	monthly	no	1	22	22	
		annual	no	1	2	2	
	Cooker Hood and Extractor fans	monthly	no	1	22	22	
		annual	no	1	2	2	
	Potato peeler	monthly	no	1	22	22	
		annual	no	1	2	2	
9.1.2	VICTORIA PRISON						
	Food mixer	monthly	no	1	22	22	
		annual	no	1	2	2	
	Potatoe Peeler	monthly	no	1	22	22	
		annual	no	1	2	2	
	Extractor fan	monthly	no	1	22	22	
		annual	no	1	2	2	
	Industrial scale	monthly	no	1	22	22	
		annual	no	1	2	2	
	Tilting Pans	monthly	no	1	22	22	
		annual	no	1	2	2	
	Oil Cooking pots	monthly	no	2	22	44	
		annual	no	2	2	2	
	3 plate industrial stove	monthly	no	1	22	22	
		annual	no	1	2	2	
	Convection Oven	monthly	no	1	22	22	
		annual	no	1	2	2	
9.1.3	Hopetown Prison						
	Cooking pots oil jacket	monthly	no	2	22	44	
		annual	no	2	2	4	
	Tilting pans	monthly	no	1	22	22	
		annual	no	1	2	2	
CARRIED FORWARD							

CLUSTER
AREA: DE AAR

BRAUGHT FORWARD								
Item	Description		Unit Measure	Unit Qty	Qty Services		Rate P/Service	Amount
9.1	Electrical stove	monthly	no	1	22	22		
		annual	no	1	2	2		
	Convection Oven	monthly	no	1	22	22		
		annual	no	1	2	2		
	Extractor Fan	monthly	no	1	22	22		
		annual	no	1	2	2		
9.1.3	<u>Colesberg Prison</u>							
	Cooking Pots oil Jacket	monthly	no	2	22	22		
		annual	no	2	2	2		
	Tilting Pan	monthly	no	4	88	88		
		annual	no	4	8	8		
	Food Mixer	monthly	no	1	22	22		
		annual	no	1	2	2		
	Potatoe Peeler	monthly	no	1	22	22		
		annual	no	1	2	2		
	Convection Oven	monthly	no	1	22	22		
		annual	no	1	2	2		
	Cooker Hood and Extractor Fans	monthly	no	2	44	44		
annual		no	2	2	2			
9.1.4	<u>De Aar Prison</u>							
	Bain Maries	monthly	no	1	22	22		
		annual	no	1	2	2		
	Tilting Pans	monthly	no	2	44	44		
		annual	no	2	2	2		
	Cooking Pots Oil Jackets	monthly	no	6	22	132		
		annual	no	6	2	12		
	Floor standing Meat Saw	monthly	no	2	44	44		
		annual	no	2	2	2		
	Convection oven	monthly	no	1	22	22		
		annual	no	1	2	2		
	Chip Fryer	monthly	no	1	22	22		
annual		no	1	2	2			
Potatoe Peeler	monthly	no	1	22	22			
	annual	no	1	2	2			
CARRIED FORWARD								

CLUSTER
AREA: DE AAR

BRAUGHT FORWARD								
Item	Description		Unit Measure	Unit Qty	Qty Services	Rate P/Service	Amount	
9.1	Food Mixer	monthly	no	2	44	44		
		annual	no	2	2	2		
	Domestic 4 Plate Stove	monthly	no	2	44	44		
		annual	no	2	2	2		
9.1.5	Calvinia Prison							
	Cooking Pots Oil Jackets	monthly	no	2	22	44		
		annual	no	2	2	4		
	Domestic 4 Plate Stove	monthly	no	1	22	22		
		annual	no	1	2	2		
	Tilting Pans	monthly	no	1	22	22		
		annual	no	1	2	2		
	Convection oven	monthly	no	1	22	22		
		annual	no	1	2	2		
	Cooker Hood and Extractor Fans	monthly	no	2	44	44		
		annual	no	2	2	2		
	Food Mixer	monthly	no	1	22	22		
		annual	no	1	2	2		
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R	-
		annual	no		0	0	R	-
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R	-
		annual	no		0	0	R	-
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R	-
		annual	no		0	0	R	-
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R	-
		annual	no		0	0	R	-
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R	-
		annual	no		0	0	R	-
SELECT EQUIPMENT TYPE	monthly	no		0	0	R	-	
	annual	no		0	0	R	-	
CARRIED FORWARD								

CLUSTER
AREA: DE AAR

BRAUGHT FORWARD							
Item	Description		Unit Measure	Unit Qty	Qty Services	Rate P/Service	Amount
9.1	<u>SELECT CLIENT DEPT</u>	monthly	no		0	0	R -
		annual	no		0	0	R -
	<u>COMPLEX</u>						
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
	SELECT EQUIPMENT TYPE	monthly	no		0	0	R -
		annual	no		0	0	R -
CARRIED OVER							

BRAUGHT FORWARD								
Item	Description		Unit Measure	Unit Qty	Qty Services		Rate P/Service	Amount
	SELECT CLIENT DEPT	monthly	no	0	0	0		
		annual	no	0	0	0		
	COMPLEX							
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	CARRIED FORWARD							

BRAUGHT FORWARD								
Item	Description		Unit Measure	Unit Qty	Qty Services		Rate P/Service	Amount
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0	R	-
		annual	no	0	0	0		+
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0	R	
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
CARRIED FORWARD								

CLUSTER AREA: DE AAR

BRAUGHT FORWARD								
Item	Description		Unit Measure	Unit Qty	Qty Services		Rate P/Service	Amount
	<u>SELECT CLIENT DEPT</u>	monthly	no	0	0	0	R	
		annual	no	0	0	0	R	
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	CARRIED FORWARD							

BRAUGHT FORWARD								
Item	Description		Unit Measure	Unit Qty	Qty Services		Rate P/Service	Amount
	<u>SELECT CLIENT DEPT</u>	monthly	no	0	0	0		
		annual	no	0	0	0		
	COMPLEX							
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	SELECT EQUIPMENT TYPE	monthly	no	0	0	0		
		annual	no	0	0	0		
	TOTAL CARRIED OVER TO FINAL SUMMARY							

**BILL No: 3: xxxxxxxxxxxxxxxxxxxxxx****Area****Cold and Freezer Room**

Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
10.1	Cooking pot 18kW				
10.1.1	3kW heat elements (S/steel)	no	50		
10.1.2	Control thermostat 50°-60°C Safety/preset, thermostat 180 °C	no	20		
10.1.3	Lid set (spring balance with handle)	no	10		
10.1.4	22mm dia. Side mounted swivel water filter tap or isolating lever ball (Chrome)	no	10		
10.1.5	Thermal 'D' oil	lt	2000		
10.1.6	Distilled water	lt	0		
10.1.7	Drain valve (swivel type (chrome) 40mm	no	10		
10.2	Chip/Deep fryer 15kW				
10.2.1	7.5kW heat elements (S/steel)	no	5		
10.2.2	Control thermostat 100°-180°C Safety State, thermostat 215°C	no	5		
10.2.3	Selector switch (on/off)	no	5		
10.2.4	Fryer basket (187x280 mm)	no	5		
10.3	Frytop griddle				
10.3.1	Heating plate (16mm thick (910mmx590)	no	0		
10.3.2	3.4kW immersion heat elements (S/steel)	no	0		
10.3.3	Control thermostate 50°-2400°C	no	0		
Carried Forward					



Brought Forward					R 0,00
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
10.4	Convection oven Dry & steam heat 60 Kw				
10.4.1	Tray trolley/rack (S/steel)				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.2	Backing Trays				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.3	Wire grid	no	5		
10.4.4	Doors				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.5	Door seal				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.6	Door handle/latch				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.7	Door hinge				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.8	7.5kW heat elements	no	10		
Carried Forward					



Brought Forward					R 0,00
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
10.4.9	Timer 0-120min	no	5		
10.4.10	Water solenoid valve	no	5		
10.4.11	Door safety interlock				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.12	Covection Motor complet with fan				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.13	Air filter plate				
	Cos 20	no	2		
	Cos 10	no	2		
10.4.14	Halogen bulb & fittings etc.	no	10		
10.4.15	3 function selector control switch: (Steam, hot air, steam & hot air)	no	15		
10.4.16	PC Board				
	Cos 20	no	5		
	Cos 10	no	5		
10.4.17	Control thermostat 50°-240°C				
	Cos 20	no	10		
	Cos 10	no	10		
Carried Forward					



Brought Forward					R 0,00
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
10.4.18	Relay				
	Cos 20	no	10		
	Cos 10	no	10		
10.4.19	Double glass door with press in door gasket	no	3		
10.5	Tilting pan 15Kw				
10.5.1	Control thermostat 50°-240°C	no	20		
10.5.2	Lid (spring balance with handle)	no	2		
10.5.3	U-shape cast iron pan	no	1		
10.5.4	3kW heat elements	no	200		
10.5.3	2kW heat elements	no	0		
10.5.4	Tilting pan mechanism complete	no	5		
10.5.5	Tilting pan mechanism gear box	no	5		
10.5.6	Tilting pan mechanism wheel	no	5		
10.5.7	Tilting pan mechanism worm	no	5		
10.5.8	Contactors 220 to 380V	no	22		
10.6	Stove 18kW				
10.6.1	4kW inner & outer elements per plate	no	10		
10.6.2	4kW oven elements	no	10		
10.6.3	Control thermostat 50°-360°C	no	10		
10.6.4	3 position heat selector switch	no	10		
10.6.5	3 heat selector knob	no	10		
10.6.6	2kW round solid plate	no	0		
Carried Forward					



Brought Forward					R 0,00
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
10.6.7	16mm thick square solid plate Area:800x300mm ²	no	2		
10.6.8	Oven door (complete with hinges and door seals)	no	2		
10.6.9	Oven door seal	no	2		
10.6.10	Oven door hinges	no	2		
10.6.11	Oven door handle	no	2		
10.7	Industrial Urn				
	Industrial Urn 3kW				
10.7.1	Heat Control selector switch	no	0	R	R
10.7.2	Immersion heat elements (S/steel)	no	0	R	R
10.8	Industrial Urn 9kW				
10.8.1	Heat Control selector switch	no	0	R	R
10.8.2	Immersion heat elements (S/steel)	no	0	R	R
10.9	Gas stove 189 000kJ/hr				
10.9.1	Stove plate thermo couple control valve	no	10		
10.9.2	Stove plate burner	no	5		
10.9.3	Oven Thermo couple control valve 50°-300°C	no	5		
10.9.4	Oven burner	no	5		
Carried Forward					



Brought Forward					R 0,00
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
10.9.5	Oven thermostat control	no	5		
10.9.6	Gas regulator control	no	5		
10.9.7	Gas piping	lm	10		
10.10	Potatoe peeler				
10.10.1	Gear box with oil	no	5		
10.10.2	Spray paint scraper	no	10		
10.10.3	Capacitor	no	5		
10.10.4	Contactors 220 to 380V	no	10		
10.10.5	Manual timer	no	5		
10.10.6	Peeling disc	no	10		
10.10.7	Electrical Motor replacement	no	10		
10.10.8	Stop/Start Switch	no	10		
Steam generated Cooking Pot					
	½"-2" Steam trap	no	0	R	R
	½"-2" Air vent	no	0	R	R
	½"-2" Automatic air release valve	no	0	R	R
	½"-2" Globe valve	no	0	R	R
	½"-2" Union	no	0	R	R
	½"-2" Sight glass	no	0	R	R
	½"-2" Safety valve	no	0	R	R
	½"-2" Gate valve	no	0	R	R
	½"-2" Pressure reducing valve	no	0	R	R
Carried Forward					



Brought Forward					
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
	½"-2" None return valve	no	0	R	R
	½"-2" Y Strainer	no	0	R	R
	½"-2" Expansion relief valve	no	0	R	R
	½"-2" Water hammer arrestor	no	0	R	R
	Pressure gauges 0-500kPa	no	0	R	R
	½" Pressure gauges 0-500kPa	no	0	R	R
	⅝" Pressure gauges 0-500kPa	no	0	R	R
	1" Pressure gauges 0-500kPa	no	0	R	R
	2" Pressure gauges 0-500kPa	no	0	R	R
	½"-2" Thermometer 0-120 °C	no	0	R	R
	½"-2" float trap	no	0	R	R
	½"-2" steam pipe/tube	lm	0	R	R
	½"-2" steam bend pipe	no	0	R	R
	½"-2" steam elbow pipe	no	0	R	R
	½"-2" steam T pipe	no	0	R	R
	Lid set (spring balance with handle)	no	0	R	R
10.11	Industrial floor standing scale				
10.11.1	Load cell	no	2		
10.11.2	S/S hooks	no	2		
10.11.3	Platform	no	2		
10.11.4	Check and calibrate scale	no	2		
Carried Forward					



Brought Forward					
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
Dishwashers					
	Dishwasher 10.5kW				
	Pressure gauge Range:0-16 Bar	no	0	R	
	Temperature gauge/thermostat 0°-120 °C	no	0	R	
	Dishwasher pre rinse spray inclusive of spray head and supply pipe	no	0	R	
	washer timer mechanism	no	0	R	
	Timer selector	no	0	R	
	Pressure water level switch 220v	no	0	R	
	Rinse/wash solenoide 220v 15mm ²	no	0	R	
	Level switch 220v	no	0	R	
	Proximity switch 16A	no	0	R	
	Capacitor	no	0	R	
	Door safety switch	no	0	R	
	Safety state	no	0	R	
	Wash timer VC34	no	0	R	
	Limit switch	no	0	R	
	Dispenser	no	0	R	
	Water heater chest	no	0	R	
	Electric motor rewind/repair				
	0.55kW	no	0	R	
	1.5kW	no	0	R	
	7.5kW	no	0	R	
Carried Forward					



Brought Forward					
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
	Electric motor replace				
	0.55kW	no	0	R	
	1.5kW	no	0	R	
	7.5kW	no	0	R	
	Dishwasher pumps				
	1.5 kW pump	no	0	R	
	0.11 kW pump	no	0	R	
	Circuit breaker (Amp)				
	10-32 s/p circuit breaker	no	0	R	
	40-70 s/p circuit breaker	no	0	R	
	10-32 d/p circuit breaker	no	0	R	
	40-70 d/p breaker	no	0	R	
	10-32 t/p circuit breaker	no	0	R	
	40-70 t/p circuit breaker	no	0	R	
	Contactor (Amp)				
	32-40 t/p contactor	no	0	R	
	50-105 t/p contactor	no	0	R	
	Starter (start/stop push button)	no	0	R	
	Enclosed direct on line overload relay	no	0	R	
	Empty Box (2-6 Size	no	0	R	
Carried Forward					



Brought Forward					
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
	Motor overload protection circuit breaker				
	0.10-0.6 mf motor circuit	no	0	R	
	65 mf motor circuit	no	0	R	
	Relays				
	Pump protection relay 0.37-1.Amp)	no	0	R	
	Timer relay (180s1800s)	no	0	R	
	Motor protection relay/Thermal overload relay (90800Amp)	no	0	R	
	Water level control relay	no	0	R	
	Switches				
	Limit switch	no	0	R	
	Pressure switch	no	0	R	
	Spark plug	no	0	R	
	Indicator light				
	22mm indicating light	no	0	R	
	5mm indicator light	no	0	R	
	Indicator light				
	220 VAC integrated led	no	0	R	
	Push button & indicating light	no	0	R	
	Double push button (on/off)	no	0	R	
Carried Forward					



Brought Forward					
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
	Switch disconnecter (Amp)				
	60 Amp waterproof switch (rotary switch)	no	0	R	
	100 Amp waterproof switch (rotary switch)	no	0	R	
	60 Amp NWI isolator	no	0	R	
	100 Amp NWI isolator	no	0	R	
	30 Amp industrial socket outlet	no	0	R	
	3 – pin plug	no	0	R	
	Electrical Conductors (per metre)				
	2.5mm insulated gp wire	no	0	R	
	4mm insulated gp wire	no	0	R	
	6mm insulated gp wire	no	0	R	
	2.5mm silicon/heat resistant wire	no	0	R	
	4mm silicon/heat resistant wire	no	0	R	
	Armoured Cables (per metre)				
	2.5mm x3 core norsk & neutral	no	0	R	
	4mm x3 core norsk & neutral	no	0	R	
	2.5mm x4 core SWA steel armoured cable	no	0	R	
	6 mm x4 core SWA steel armoured cable	no	0	R	
	4 way porcelain connector block	no	0	R	
Carried Forward					



Brought Forward					
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
	Cables per metre				
	9mm heat resistant sleeve	no	0	R	
	Industrial block 4mm	no	0	R	
	Dishwasher 12kW,840liter/hr				
	1.5 kW pump	no	0	R	
	0.11 kW pump	no	0	R	
	Galvanize s/steel material				
	25mm cable glands	no	0	R	
	25mm conduit tube (per/metre)	no	0	R	
	PVC Material				
	25mm cable glands	no	0	R	
	25mm conduit tube (per/metre)	no	0	R	
10.12	Bain maree				
10.12.1	Control thermostat 50°-300°C	no	20		
10.12.2	Contactors 220 to 380V	no	20		
10.12.3	Elements with low water cut out	no	50		
10.12.4	Sliding doors(interior & exterior	no	20		
10.13	Band saw 1.5kW				
10.13.1	Top Wheel Bearing	no	6		
10.13.2	Wheel scraper	no	5		
10.13.3	Rear scraper	no	5		
Carried Forward					



Brought Forward					
Item	Description	Unit Measure	Quantity	Unit Rate	Total Amount
10.13.4	Top Blade Wheel	no	5		
10.13.5	Blade scraper	no	5		
10.13.6	Blade guide	no	5		
10.13.7	Botom Wheel Bearing	no	6		
10.13.8	1.5 Kw motor	no	4		
10.13.9	116" saw blade	no	10		
10.13.1 0	Stop/Start Switch	no	2		
10.13.1 1	Contactors 220 to 380V	no	6		
TOTAL CARIED TO FINAL SUMMARY BILL NO 3					

Dayworks

[illegible]

BILL No: 5: De Aar Area**Skills Development – Internship/Beneficiary**

	Employment of Youth Workers	UNIT	Quantity	Rate	AMOUNT R c
	<u>EMPLOYMENTS OF YOUTH WORKERS</u>				
12	Employment of Youth Workers				
	The unit of measurement shall be the number of youth workers at the labour rate of R2500 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of four youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 24 months appointment for youth worker/s. Allow for R2500.00/mth x 12mths				
	Allow for R3000.00/mth x 24mths x 2 EPWP Allow for 6% increase in year two	months	24	R 144 000,00	R 144 000,00
	Profit and attendance (ref.SL 11.05.02) (a) Admin cost (b) Transport cost	%	24	R 8 640,00	R 8 640,00
12.1	<u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS</u>				
12.1.1	EPWP branded hard hat	Item	2		
12.1.2	EPWP branded overalls	Item	2		
12.1.3	Safety shoes	Item	2		
12.1.4	Provide all youth worker with prescribe tools for the respective trade specification for the mentioned tools to be provided by the service provider. These tools will become the property of the youth workers after the completion of the program (ref. SL 11.06.01)	Item	2		
Total cost carried to summary page.					

**Summary De Aar Area: 24-Month Kitchen Equipment Term Contract**

Tender No.....

Bill no.	Description	Amount
1	Preliminaries and General	
2	BILL No 2: Servicing of plant	
3	Bill No 3: Replacement Parts	
4	Bill No 4: Day Works	
5	Bill No 5: EPWP	
Total carried to total summary table		

Summary Table**Totals**

Total of Schedule of Quantities 1 to 5	
Value added Tax (VAT) The Tenderer shall add 15% of the Total of Schedule of Quantities above	
Tender Sum carried to combine with refrigeration BOQ and write it on 'Form of Offer and Acceptance' DPW-07-EC	

PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>Service, maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>		
Tender no:	ID156361	Reference no:	

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

PS-1 Service, maintenance and repair kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months.

PS-2 Various clients

PS-3 Service, maintenance and repair term contract

PS-4 Refrigeration technician, Mechanical/Electrical technician or artisan

PS-5 Monthly, quarterly and yearly services

PS-6 Kitchen and refrigeration equipment

PS-7 Access and safety equipment

PS-8 N/A

PS-9 OHS programme

PS-10 Any weather conditions

NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

None

C3.3 PARTICULAR SPECIFICATIONS

None

C3.1 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. (Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

Tender no: ID156361

3.2 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

A GENERAL

PS-1 PROJECT DESCRIPTION:

Service, maintenance and repair kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months.

B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

None

C3.3 PARTICULAR SPECIFICATIONS:

None

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC (2010) 2nd Edition 2010

C2.1 Pricing Assumptions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the “Total” column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For ‘Rate Only’ items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

“The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender”

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass

PG-03.1 (EC) SITE INFORMATION – (GCC (2010) 2nd Edition: 2010)

C4 Site Information

GENERAL (Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)

(a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

(b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.

2. The following serves as a guideline only with regard to the type of items to be included in the Site Information. **(Delete this instruction and re-number the items as required)**

Describe nature of ground, surface conditions, water table as visible in test holes and other indisputable facts that may affect construction. Provide available data and information.

Describe in detail herein any additional site information such as site location, improvements on site, adjacent buildings, environmental issues, etc.

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	<i>Service maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>		
Tender no:	<i>ID 156361</i>	Reference no:	

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>Service maintainance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>		
Tender no:	ID 156361	Reference no:	

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Department of Labour	

Name of Tenderer	Signature	Date

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE (GCC (2010) 2nd EDITION: 2010)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2nd EDITION 2010

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: **insert Contract / Tender No**, for the **insert description of works** (hereinafter referred to as the "**contract**") for the sum of R **insert amount, (insert amount in words)**, (hereinafter referred to as the "**contract sum**").

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount, (insert amount in words)** being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or

Tender no: (Insert Tender Number)

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
 8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20** _____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC (2010) 2nd EDITION: 2010

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 2ND EDITION 2010

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: **insert Contract / Tender No**, for the **insert description of Works** (hereinafter referred to as the "**contract**"), for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the "**contract sum**").

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - (b) the **contractor's** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender No: **ID 156361**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>Service maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>		
Tender no:	ID 156361	Reference no:	

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

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects liability period is: 12 months.
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: <i>insert contract period here</i> measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break. <i>or, if Practical Completion in portions is required,</i> The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> : For portion 1 within <i>insert description as may be applicable</i> For portion 2 within <i>insert description as may be applicable</i> For portion 3 within <i>insert description as may be applicable</i> For portion 4 within <i>insert description as may be applicable</i> <i>(followed by further portions as required)</i> The time for achieving Practical Completion of the whole of the Works is: <i>insert total contract period here,</i> measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break.

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1.1.1.15	The name of the Employer is: The Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
1.1.1.16	The name of the Engineer is: <i>Insert the legal name of the Engineer</i>
1.1.1.26	The Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	Employer's address: Physical Address: <i>insert physical address</i> <i>insert town</i> <i>insert code</i> Postal Address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Facsimile: <i>insert fax no</i> Telephone: <i>insert tel no</i>
	Engineer's address: Physical Address: <i>insert physical address</i> <i>insert town</i> <i>insert code</i> Postal Address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Facsimile: <i>insert fax no</i> Telephone: <i>insert tel no</i>
1.3.4	Not applicable to this Contract.

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1.3.5	<p>Replace Clause 1.3.5 with the following provisions:</p> <ul style="list-style-type: none"> (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
3.1.3	<ul style="list-style-type: none"> 1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following: <ul style="list-style-type: none"> (a) Appointment of nominated Sub-contractors – clause 4.4.3; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (e) Suspension of the Works – clause 5.11.1; (f) Final Payment Certificate – clause 6.10.9; (g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.

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	<p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Engineer within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate.</p> <p>5. Insert the following under 3.1.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:</p> <p>Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows:</p> <p>Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>

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4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) <i>insert other requirements</i> <i>insert other requirements</i> <i>insert other requirements</i></p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is: 21 days.</p>
5.4.2	<p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be enter "exclusive" or "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:</p> <p><i>Insert an exposition of limitation.</i></p>
5.8.1	<p>The non-working days are: Saturdays and Sundays</p> <p>The special non-working days are:</p> <p>(1) Public Holidays; (2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</p>
5.9.1	<p>Amend Clause 5.9.1 as follows:</p> <p>On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>
5.13.1	<p>The penalty for failing to complete the Works is: <i>Rinsert penalty amount per day</i></p> <p><i>or, if completion in portions is required,</i></p> <p>The penalty for failing to complete portion 1 of the Works is: <i>Rinsert penalty amount per day.</i> The penalty for failing to complete portion 2 of the Works is: <i>Rinsert penalty amount per day.</i> The penalty for failing to complete portion 3 of the Works is: <i>Rinsert penalty amount per day.</i> The penalty for failing to complete portion 4 of the Works is: <i>Rinsert penalty amount per day.</i> <i>Followed by further portions as required.</i></p> <p>The penalty for failing to complete the whole of the works is: <i>Rinsert penalty amount per day.</i></p>

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5.14.1	<p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.</p>
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.
5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.</p>
5.16.3	The latent defect period for all works is: 5 years .
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:</p> <p>33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable: insert "Yes" or "No".</p> <p>If CPA is indicated as "Yes" above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor:</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are:</p> <p>a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:</p> <p>a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p>

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6.8.2	<p>The urban area nearest the Site is insert name of urban area. <i>(Select urban area from Statistical News Release, P0141, Table 7.1.)</i></p> <p>The applicable industry for the Producer Price Index for materials is insert name of industry. <i>(Select the applicable industry from Statistical News Release, P01421, Table 11.)</i></p> <p>The area for the Producer Price Index for fuel is insert name of area. <i>(Select the area from Statistical News Release, P01421, Table 12.)</i></p> <p>The base month is insert month 20insert year. <i>(The month prior to the closing of the tender.)</i></p>
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.</p>

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8.4.3	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>
8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil
8.6.1.3	<p>Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.</p>
8.6.1.5	<p>1. Public liability insurance to be effect by the Contractor to a minimum value of:</p> <p><input type="checkbox"/> R5 million</p> <p>or</p> <p><input type="checkbox"/> R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p> <p>2. Support insurance is to be effected by the Contractor to a minimum value of:</p> <p>R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p>
8.6.5	<p>Amend Clause 8.6.5 as follows:</p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.7	<p>Amend Clause 8.6.7 as follows:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p>

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8.6.8	<p>(1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</p> <p>In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:</p>
9.1.6	<p>This Clause is not applicable to this Contract.</p>

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9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,</p>
9.2.4	<p>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>
9.3.3	<p>Insert the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p>
10.1.3.1	<p>Amend Clause 10.1.3.1 as follows to insert the word "Plant":</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.6	<p>Insert a new Clause 10.1.6 as follows:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.2.1	<p>Amend Clause 10.2.1 as follows:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.</p>
10.2.2	<p>Amend Clause 10.2.2 as follows:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>

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10.3.2	<p>Amend Clause 10.3.2 as follows to replace “adjudication” with “court”:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace “Engineer” with “Employer”.</p>
10.4.2	<p>Amend Clause 10.4.2 as follows to provide for submission to court:</p> <p>If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.</p>
10.4.4	<p>Amend Clause 10.4.4 to delete reference to “adjudication” and “arbitration” to read as follows:</p> <p>Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5 10.6 & 10.7	<p>The entire provisions of these Clauses are not applicable to this Contract.</p>
10.10.3	<p>Amend Clause 10.10.3 as follows to reword and remove reference to “arbitrator”:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.</p>

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	PART 2: DATA PROVIDED BY THE BIDDER
1.1.1.9	The name of the Bidder is: _____
1.2.1.2	The address of the Bidder is: Postal address: _____ _____ _____ Postal Code: _____ Tel: _____ Fax: _____ TAX / VAT Registration No: _____ Physical address: _____ _____ _____ Postal Code: _____ E-mail address: _____
6.2.1	The security to be provided by the Contractor shall be one of the following: (a) Cash deposit of 10 % of the Contact Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO (b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO (c) Retention of 10 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO (d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO (e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> 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 53 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.

DPW-03 (EC): TENDER DATA

Project title:	<i>Service maintenance and repair of kitchen equipment, cold and freezer rooms for various clients in De Aar and surrounding areas for 24 months</i>
Reference no:	

Tender no:	ID 156361	Closing date:	16/09/2022
Closing time:	11h00	Validity period:	84 days

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

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C.1.4	The Employer's agent is:	
	Name:	Olebogeng Molale
	Capacity:	Departmental Project Manager
	Address:	21-23 Market Square, Old Magistrate Building, Kimberley
	Tel:	0183865250
	Fax:	N/A
	E-mail:	olebogeng.molale@dpw.gov.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5 ME or 5 ME** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 6ME or 6ME** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 5 ME or 5 ME** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - Not applicable</p>	

Tender no: **ID 156361**

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: Functionality will only 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
1. Number of projects completed in refrigeration/air conditioning installation or maintenance. Please provide signed reference letters or completion certificates from project manager/consultant/client confirming company quality of work and adherence to timeframe. Reference letter or completion certificate must include the project description, contact details, start and completion date. Completed projects in the previous 10 years. 1.1 5 and above projects completed - 5 points 1.2 4 projects completed - 4 points 1.3 3 projects completed - 3 points 1.4 2 projects completed - 2 points 1.5 1 and no information provided - 0 points Provide copy/ies of practical completion as proof	25
2. Number of projects completed on kitchen equipment installation or maintenance. Please provide signed reference letters or completion certificates from project manager/consultant/client confirming company quality of work and adherence to timeframe. Reference letter or completion certificate must include the project description, contact details, start and completion date. Completed projects in the previous 10 years. 2.1 5 and above projects completed - 5 points 2.2 4 projects completed - 4 points 2.3 3 projects completed - 3 points 2.4 2 projects completed - 2 points 2.5 1 and no information provided - 0 points Provide copy/ies of practical completion as proof	25
3. Staffing resources: Previous experience as a technician in refrigeration 3.1 5 years and above as a refrigeration technician - 5 points 3.2 4 years as a refrigeration technician - 4 points 3.3 3 years as a refrigeration technician - 3 points 3.4 2 years as a refrigeration technician - 2 points 3.5 1 year as a refrigeration technician and no information provided - 0 points	10
4. Staffing resources: Previous experience as a Mechanical artisan or technician 4.1 5 years and above as a Mechanical artisan or technician - 5 points 4.2 4 years as a Mechanical artisan or technician - 4 points 4.3 3 years as a Mechanical artisan or technician - 3 points 4.4 2 years as a Mechanical artisan or technician - 2 points 4.5 1 year as a Mechanical artisan or technician and no information provided - 0 points	10
5. Number of refrigeration/electrical artisan or technician 5.1 5 or more artisans/technicians - 5 points 5.2 4 artisans/technicians - 4 points 5.3 3 artisans/technicians - 3 points 5.4 2 artisans/technicians - 2 points 5.5 1 artisan and no information provided - 0 points	10
6. Financial capability 6.1 Credit rating A - 5 points 6.2 Credit rating B - 4 points 6.3 Credit rating C - 3 points 6.4 Credit rating D - 2 points 6.5 Credit ratings E-F and no information provided - 0 points	20

Provide bank rating not older than 3 months before the closing date of this tender from the accredited banking institution to justify the credit risk.	
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

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 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 Project Manager, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

C.1. Technical risks:

C.1.1 Criterion 1: Quality of current and previous work

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional 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).

C.1.2 Criterion 2: Contractual commitment

Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:

- a) 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;
- b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
- c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

C.2 Commercial risks:

The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.

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C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to

	<p>specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: 21-23 Market Square, Old Magistrate Building, Kimberley
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	<p>Omit the wording and replace with the following:</p> <p>"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."</p>

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C.3.9.4	<p>Omit the wording of the first sentence and replace with the following:</p> <p>"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"</p>
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C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

Insert Company Name Here

CONTRACT OF EMPLOYMENT

ENTERED INTO BETWEEN

(herein duly represented by
.....
(hereinafter referred to as the “**EMPLOYER**”)

AND

IDENTITY NUMBER:

Initials
.....
.....

Wherein the parties agree as follows;

1. Terms of Employment

- 1.1 The employee as mentioned above has been appointed to work on a time-based employment contract with a service provider appointed by the Department of Public Works and Infrastructure, hereinafter referred to as NDPWI, fordays. The project is located in.....
- 1.2 The employee will, in the execution of his/her duties, report to the project location.
- 1.3 This contract must be read in conjunction with the standard terms and conditions of employment on EPWP as contained in a Ministerial Determination for Expanded Public Works Programmes issued by the Minister of Labour and published in Government Gazette number R. 347 dated 4 May 2012.
- 1.4 The contract will commence on the date 202... And shall run for the duration of the project until.....202....

2. Normal Hours of Work

- 2.1 The employee shall resume work atam and toam.

3. Meal Breaks

- 3.1 The employee is entitled to take a meal break of 60 minutes where 15minutes will tea break in the Morning and 45 minutes will lunch break.

4. Sick Leave

- 4.1 Should the employee be unable to work on account of illness or injury, he or she is entitled to claim one day's paid leave for every full month that the employee has worked in terms of his or her contract. The amount so claimed shall be paid by the employer on the usual payday.

.Payment

- 4.2 The Employee shall be remunerated at a rate of R..... per hour on the work scheduled for daily payment. Sunday rate R..... Public holiday R.....
- 4.3 Such remuneration shall be calculated in accordance with the amount of hours worked;
- 4.4 All payments will be made for days worked or the task and bank details should be provided to

5. Health and Safety

Initials

.....
.....

- 5.1 The employer shall take all reasonable steps to ensure that the working environment is healthy and safe.
- 5.2 The employee shall-
 - a) perform his or her duties in a manner that does not endanger his or her health and safety or that of another person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of NDPWI

6. Termination

- 6.1 The employer may terminate the employment of the worker for good cause after following a fair procedure.
- 6.2 The employee will not receive severance pay on termination.
- 6.3 The employee is not required to give notice to terminate employment. However, should the employee wish to resign, he or she must advise the employer in advance to allow the employer to find a replacement.
- 6.4 The employee who is absent from work for more than three (3) consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, at the discretion of the Employer, the employee may be re-engaged if a position becomes available.
- 6.5 An Employee who does not honor the contract shall be dismissed if they don't improve their commitment
- 6.6 Misconduct on the site will be **not tolerated** and verbal warning will be given initially and second time it written warning, thereafter dismissal with immediate effect.
- 6.7 No alcohol, drugs or any kind of illegal substance, sexual abuse, shall be tolerated during working hours.

7. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their *domicilia citandi et executandi* for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the following addresses:.....

Employer:.....

Employee:.....

THUS DONE AND SIGNED AT KIMBERLEY ON THE 202...

Initials

.....
.....

EMPLOYER
For and on behalf of the

THUS DONE AND SIGNED AT KIMBERLEY ON THE 202...

EMPLOYEE

AS WITNESSES:

1. _____

2. _____

Initials
.....
.....