



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

PROJECT DESCRIPTION: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

BID NO: BL23/034
Closing Date: 19 December 2023
Closing Time: 11H00
Bid Briefing Meeting Date: N/A
Bid Briefing Meeting time: N/A

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
18 President Brand Street
Bloemfontein
9300

SCM SPECIFIC ENQUIRIES:

Enquires: **Lwando Manyisane**
Tel No: **051 408 7391** during office hours
Cell No: **N/A**
Email Address: Lwando.Manyisane@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Thabo Matsha**
Tel No: **051 408 7392** during office hours
Cell No: **071 611 4444**
Email Address: Thabo.Matsha@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	BL23/034	
Bid/ Project Description	Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator	
Bid Closing date & Time	Tuesday, 19 December 2023	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> N/A	<i>Time of Bid Briefing (if any)</i> N/A
Venue	N/A	
SCM SPECIFIC ENQUIRIES:	Lwando Manyisane	Lwando.Manyisane@dpw.gov.za
	051 408 7391	N/A
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Thabo Matsha	Thabo.Matsha@dpw.gov.za
	051 408 7392	071 611 4444
Bid Validity Period	84 calendar days	
Bid Document Price	R 300.00	
Procurement Plan Reference Number	BLM/18	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator		
Bid no:	BL23/034	Procurement Plan Reference no:	BLM/18
Advertising date:	Friday, 24 November 2023	Closing date:	Tuesday, 19 December 2023
Closing time:	11H00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **4 ME** or **4 EB*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or **Not applicable Not applicable PE*** or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE

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

Functionality criteria ¹ :		Weighting factor:
1.	Relevant Experience with ability to complete projects within contract period	20
2.	Quality of past performance (Work)	20
3.	Labour: Qualified Artisan and General Assistance	20
4.	Resources: Office, Vehicles and Tools	20
5.	Finances	20
6.		
7.		
8.		
TOTAL		100

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

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

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

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

1.	<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, 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. Corrections to be crossed out and initialled.
4.	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5.	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	<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.
8.	<input type="checkbox"/>	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	<input type="checkbox"/>	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	<input checked="" type="checkbox"/>	<i>Tenderer must submit Valid copy of Electrical with three phase Wireman's licence approved by Department of Labour and Diesel Mechanic Artisan certificate (Trade Test) or Valid Copy of Millwright certificate with three phase Wireman's licence approved by Department of Labour</i>
13.	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
14.	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

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

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

1.	<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): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input checked="" type="checkbox"/>	The tenderer must provide evidence of their good standing in the relevant category with the Compensation for Occupational Injuries and Diseases Act,1993
13.	<input checked="" type="checkbox"/>	The tender must submit a valid, original or copy of BBBEE certificate/ Sworn affidavit or DTI certificate together with a bidding document at closure
14.	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW 03 Tender Data

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

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

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) .	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) . FREE STATE	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or Any Account or statement which is in the name of the Bidder. Or Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory) .	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) .	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) .	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

6. BID EVALUATION METHOD

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC).

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 to 10 years.

The tendering Service Provider's experience on comparable projects during the past 5 to 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

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

9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, ~~Eben Danges Building, Cnr Robert and Hancock street, Gqeberha, 6056.~~ **18 PRESIDENT BRAND BLOEMFONTEIN 9300**
 A non-refundable bid deposit of **R 300.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

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

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Thabo Matsha	Telephone no:	051 408 7392
Cellular phone no	071 611 4444	Fax no:	N/A
E-mail	Thabo.Matsha@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	Lwando Manyisane	Telephone no:	051 408 7391
Cellular phone no	N/A	Fax no:	N/A
E-mail	Lwando.Manyisane@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Tuesday, 19 December 2023

Closing Time: 11H00

<p>Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 20605 Bloemfontein 9300 Documents must be deposited in The Bid Box before the closing date of the bid</p>	<p>OR</p>	<p>Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure 18 President Brand Street Bloemfontein</p>
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EVALUATION ON FUNCTIONALITY

Functionality attached

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

Trading under the name and style of:
--

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>.....</p>	<p>Note:</p> <p>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</p>
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Bid No: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

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)

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

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

- | | | |
|---|------------------------------|--|
| (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (3) Retention of 2.5% of the Contract Sum (excl. VAT) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

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

ACCEPTANCE

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

Bid No: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

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.

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

Paste Specifications or Terms of Reference here

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

- SANS 10142 – WIRING REGULATIONS.
- OHS ACT
- SPECIFICATION APPLICABLE TO GENERATORS.
- HT
- LV
- SANS 10142 – 1 & 2.
- SANS 10400 – NATIONAL BUILDING REGULATIONS.
- LOCAL MUNICIPALITY BY-LAWS AND REQUIREMENTS.

C3.2 SCOPE OF SERVICES

CONTENTS	DESCRIPTION	PAGES
C3.2.1	GENERAL SCOPE	
C3.2.2	OFFICIAL ORDER FOR REPAIRS	
C3.2.3	TYPE OF REPAIRS	
C3.2.4	JOB CARDS / "E" FORMS FOR REPAIRS	
C3.2.5	SUBMISSION OF SUPPLIER'S INVOICES	
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C3.2.11	EXHAUST SYSTEM INSULATION (LAGGING)	
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C3.2.13	MAINTENANCE OF METAL PLANT COMPONENTS	
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C3.2.15	OPERATING & MAINTENANCE (O&M) DOCUMENTS	
C3.2.16	SCHEDULED WORK	
C3.2.17	UNSCHEDULED WORK	
C3.2.18	CHECK LISTS FOR MAINTENANCE ON PETROL AND DIESEL GENERATORS	

C3.2.1: GENERAL SCOPE

The plant rooms and containers in which generating plant is accommodated shall be maintained in a clean & serviceable condition. The requirements for plant room and environs maintenance are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

This tender involves the servicing of emergency standby generator plants situated in military and police bases, state buildings and structures falling under the control of the Department or other departments hereafter referred to as "user" departments.

It is a specific condition of this contract that all new work or additions of any nature whatsoever are excluded. Where it is necessary to replace any plant the Department reserves the right to ask for quotations and to accept the lowest such quotation.

The generating sets covered under this contract comprise various configurations between 4 to 12 cylinder engines manufactured by companies such as Rolls Royce, Deutz, Cummins, A.D.E. Caterpillar, Volvo and others to a maximum size of 1.2 NVA. (Insert the maximum size of generator in the area)

Some plants are equipped with automatic change over panels such as Meissner, Circon Elmelectron and others.

At premises where computers, delicate tests, machines and passenger lifts are in operation, the services cannot be done during normal working hours and arrangement must be made for performing the services on Saturdays or after hours, which shall form part of the contract at no extra cost.

Simulated power failures in conjunction with all parties concerned are also to be arranged at sets where it is not possible for any damage to sets in the event of negligence or poor workmanship. Any damage to user department equipment which results from the contractor's actions shall be an insured risk by the contractor.

No claims will be considered for specialised labour and advice, equipment or special equipment or transportation of same for services/repairs/maintenance.

Certain new replacement components are specified on a provisional basis to be installed as required.

During each visit to a plant the contractor shall attend to all items listed on each checklist. All irregularities and comments must be reported by the contractor in the spaces provided in the check lists. A duplicate copy of the completed check lists for each visit must be kept in the plant room and the contractor must make provision in each plant room for a document holder secured to the wall for this purpose. The contractor shall allow for & arrange for the reproduction of the proforma checklists at his own cost for the use in all plant rooms.

The work shall be carried out by a competent technician all in accordance with the OHS as amended.

C3.2.2

OFFICIAL ORDER FOR REPAIRS

An official order for repairs shall be issued to the Contractor.

Instructions for repairs may only be issued to Contractors by Departmental Representative. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

If the Contractor has facsimile facilities, the order form shall be faxed to him. The Contractor shall not proceed with any work without the official order form.

Special arrangements are applicable for emergency repairs which are stipulated in clause C3.2.3.1. No payments shall be made for work executed without the necessary written authority.

Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment.

C3.2.3

TYPE OF REPAIRS

C3.2.3.1

EMERGENCY REPAIRS

Emergency repair works consist of urgent action taken on normalizing or temporarily relieving where danger, need or distress occurred. Only breakdowns which affect public health, loss of people/buildings and sensitive equipment shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized as such by the Regional Manager of this Department.

Emergency repairs after hours may be executed without receipt of an official complaint number, and only on the instruction of an official of this Department. The Contractor shall, however, ensure that the official of the Client department signs the job card. The Contractor shall also ensure that he obtains the official complaint number from the Department on the following working day. No payment shall be made without a complaint number, duly completed and signed job card.

C3.2.3.2

NORMAL REPAIRS

Normal repairs are repair works where danger or distress does not dictate immediate attention but must still be attended to within 48 hours after the call has been logged and the Contractor has been informed of the call.

C3.2.4

JOB CARDS / "E" FORMS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

Job cards shall be completed legibly in ink after completion of each repair, and all unused lines shall be deleted. In addition to the original completed job card submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the client Department for audit purposes and for verification of the deletion of the unused lines.

Incomplete and incorrect job cards shall be returned to the contractor with his invoice. Contractors are to state the name of the client department, for which the work was done, for example, SAPS/SANDF/Justice and correctional etc. on their job cards.
See sample in C3.5.

C3.2.5 **SUBMISSION OF SUPPLIER'S INVOICES**

Contractors shall submit copies of supplier's tax invoices in respect of new parts, components and material purchased for any repairs, attached to all accounts where non-scheduled repairs were executed. Descriptions like "1x compressor" or "1x wire" is not acceptable and shall lead to the delay of payments.

The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

Note: Should the contractor's price for material /new parts /components be abnormally high, the Department reserves the right to obtain written quotations for such material /new parts /components from other independent suppliers and adjust the contractor's price accordingly.

A separate invoice for each installation shall be submitted for repairs executed.

C3.2.6 **MATERIAL OF EQUAL QUALITY**

New parts, components and material used shall be of equal or similar specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts shall not be allowed. The Contractor shall submit to the Department any supplier's or factory guarantee of repaired or replaced components together with his invoice and ensure that such guarantees are not jeopardized in any way.

The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.

Note: No invoices for ex-stock spare parts or material is acceptable. If ex-stock parts or material was used, the serial number as well as the correct description must be furnished. Copies of the original invoices must be furnished and those rates will apply if non-schedule rates apply.

C3.2.7 **REDUNDANT MATERIAL, RUBBISH AND WASTE**

All redundant materials and parts shall remain the property of the Government and shall be left on site and stored in a room designated for such purpose by the Caretaker or person in charge of the plant or building, against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes.

The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant materials or parts shall be labeled with the complaint number for the repair work.

After an inspection (within 60 days) by the Departmental Representation of all material and parts, such that are declared obsolete/ unserviceable/ of no value to the Regional Manager, the Contractor shall remove and dispose of such material and parts.

The material and parts shall then become the property of the Contractor and the removal and disposing thereof shall be for the Contractor's account.

All rubbish and waste shall be removed from the site by the Contractor.

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

C3.2.8 RESPONSE TIME

The Contractor shall respond to all normal calls within 48 hours (2 days) and complete repairs as set out in the contract conditions as this is service delivery driven.

Should this not be possible it is the responsibility of the contractor to obtain an extension of time. The written request shall state clearly all the reasons for the extension and the actual extension required in regard to the repair.

Permission for any extension shall be granted in writing.

For emergency services the response time shall within 4 hours. Response time is applicable to all scheduled, non-scheduled and emergency services.

C3.2.9 FUEL FILTRATION AND WATER AND SEPARATOR

A fuel filtration and water separation system (filter & separator) which is entirely separate from the fuel supply line and line filter to the engine shall be provided when requested by the Departmental Representative. This filtration and water separation system must be dedicated to purifying the content of the storage system / tank by way of the cleaning processes which are applied while circulating the fuel through the filter & separator unit.

The filtration system must be able to handle diesel fuel of "high" and of "low" sulphur content for an indefinite period. The suction line of the system must be connected to the lowest part of the storage system / tank. The return line must be connected in the top section of the storage system / tank in such a position and in such a way that the flow of fuel within the storage system / tank between the fuel return point and the fuel suction point will induce scouring of the bottom of the system / tank to effectively capture sediment and water in the to be filtered fuel.

The filtration unit must filter the diesel fuel, removing suspended particles of effective diameters down to 5 micron. In addition, it must separate all water from the fuel and the fuel storage system and automatically dispose of / dump such water into an open, removable receptacle for disposal at the installation or in a suitable position outside the building. Separation of the fuel and water must be sufficiently effective that the discharged water will meet the standard required for it to be disposed of into a municipal drain and sewer system.

The filter and water separator unit must draw its power from the DC batteries used to power the relevant generator set. The circulating pump shall be provided with a controller programmed to switch the pump through not more than three complete on and off cycles of equal time (ie 50% on; 50% off) , per hour, with a deviation of not more than 10 % ±. The pump must be capable of a duty cycle of not less than 60% running time. The flow rate through the circulating pump must be between 1 l /min and 1,25 l /min.

The filter cartridge of the filter and water separator unit must be replaceable, and, in normal operational conditions, not require replacement within periods shorter than three months. The replacement units must be readily available.

The filtration & separator system may be mounted against the wall of the plant room or on the inside of a converted shipping container, which may house the installation as may be specified elsewhere in this document.

The tank shall be fitted with a suitable filter, a full height gauge glass, "low fuel level" alarm, giving an audible and visible signal on the switchboard as well as a low-low fuel level cut-out.

An electrically operated pump with sufficient length of oil resistant hose to reach 2m beyond the door shall be supplied, for each set for filling the fuel tank/s from 200 litre drums.

The interconnection fuel piping shall consist of copper tubes and the connection to vibrating components shall be in flexible tubing with armored covering.

C3.2.10 ELECTRONIC CONTROLLER FOR GENERATOR PLANT

Where instructed the existing generator set controller shall be replaced by a new electronic device. The control panel wiring, components and metalwork shall be altered as necessary to accommodate the new unit. Any panel alterations shall preserve the protection class of the enclosure and any new finishes shall match the existing enclosure finish.

Prior to installation of the new device the manufacturer's product data sheets shall be submitted for record purposes.

A drawing of all alterations shall be submitted at completion of the work. Drawings shall include wiring diagrams & panel layouts. The wiring diagrams shall represent the complete control system, not merely the alterations & additions.

C3.2.10.1 Particulars

Description:

Microprocessor based control & monitoring unit including integral display & tactile functions & operating software.

Display:

LCD graphic touchscreen with backlight 192x64 pixel analogue or digital presentation.

Transfer switch control:

Contact or motorised circuit breaker control.

Automatic clock & calendar:

Integral

Data download & setup:

R-S232 port plus interface cable for personal computer (pc) download & analysis shall include facility to download the stored event log and perform the complete controller setup from a pc. Setup, download & analysis software for Windows based pc shall be included.

Minimum Control & Monitor functions:

- Mains voltage
- Mains fail/restore
- Alternator voltage
- Alternator line currents
- Frequency
- Incoming supply voltage failure timer phase
- Incoming supply restore timer
- Transfer switch timer
- Cool-off timer
- Repeat start control

Displays :

Volts frequency ampere, battery voltage, running time.



Alarms :

Compatibility:

Controller Unit:

Refer to part

The contractor is entirely responsible for ensuring that the new controller controls & monitors the plant in accordance with the original manufacturer's specifications.

Procurement & delivery to site of the unit excluding installation, testing & commissioning. Number of units irrespective of the plant rating. Applicable to all ratings of diesel powered plant.

C3.2.11 EXHAUST SYSTEM INSULATION (LAGGING)

The exhaust systems consisting of the pipework & silencers from which asbestos based lagging has been removed where lagging does not exist, shall be fitted with new insulation (lagged) for thermal & acoustic purposes. Flexible joints in pipework shall not be lagged nor sections of exhaust pipe external to the plant room or container. Lagging shall consist of preformed moulded sections of high density mineral free fibre. The sections shall be sheathed overall in a woven or other approved membrane to which is applied three coats of heat resistant aluminium or zinc-rich paint including primer in accordance with the paint manufacturer's specifications. At flanges & other units the lagging shall butt up to the face thereof. The ends of silencers shall be lagged to the same thickness as the silencer. At bends in pipework the lagging shall be sectorised to butt without gaps between sectors.

All exhaust lagging shall be 30mm thick.

Pipework: Linear length of pipework lagged & clad including bends & butting to flanges, flexible & fittings, sheath & painting

Silencers: Item lagged and clad complete including ends

C3.2.12 WARNING NOTICES

Where necessary existing signs shall be replaced and the new signs shall conform to the requirements of SANS. Existing signs shall be removed and the remaining fixing holes in the wall, door or panel shall be made good and refinished to match the surrounding area. Refinishing is measured elsewhere.

The signs shall (Warning Notices) manufactured from a UV resistant ABS plastics sheet 2,5mm thick. Lettering and graphics on the sheet shall consist of either screen printed or adhesive characters in a UV resistant material. Lettering & graphics shall be non-fading suitable for an outdoors application. Fixing holes (4) shall be formed at each corner of the sign.

The format & artwork of all signs are subject to the approval of the Departmental Representative.

Fixings, including the making of holes in the support surface shall consist of the following:

- On timber: Stainless steel roundhead wood screws and washers
- On brickwork: As for timber but with a plastics wall plug in the wall hole drilled for the purpose.
- On panels or enclosures: Aluminium "pop" rivets & washers.

Existing Signs: Removal by number irrespective of material or size including disposal as scrap & the filling & touch-up of the resulting holes in all materials.

New Signs: Number by description

C3.2.13 MAINTENANCE OF METAL PLANT COMPONENTS

Where required, any corroded or damaged components of the generator, generator enclosure, fuel tank etc shall be repaired such as to match the surrounding components of the plant. In the case of in-situ repairs, the corroded surface area shall be completely cleaned of corrosion products, degreased, treated with a suitable metal primer and undercoat prior to over coating the complete panel on which the repair has been made.

Any firmly adhering paint outside the repaired area shall be abraded and degreased prior to over coating. The edges of surrounding firm paintwork shall be faired such that edges are not visible after the finish coats have been applied. All surface coatings shall be applied strictly in accordance with the product manufacturer's specifications. The contractor shall ensure that the new coating products are compatible with any existing finish which is over coated.

In-situ repairs shall be performed using an air powered spray applicator. Areas surrounding the work section shall be effectively masked to prevent overspray. Should overspray occur, the contaminated surface shall be immediately cleaned.

All products shall be suitable for interior and exterior use. Manufacturer's data sheets shall be submitted to demonstrate compliance with the specification and for application monitoring purposes.

- In-situ repair:
- Gloss air drying spray applied enamel.
 - Minimum two coats of finish colour for an overall minimum dry film thickness (dft) of 100µm, including primer & undercoat.

Area in square metres (m2) coated including surface preparations & all coats distinguished by process.

Maintenance & Management Requirements.

C3.2.14 GENERATING PLANT MAINTENANCE AND SERVICING (PLANNED)

3 Monthly Maintenance & Servicing (Insert if the plants are to be serviced 3 or 250 hours)

The existing generator plant installations, plant room and container details as applicable shall be verified and recorded on the contractor's first service visit to each plant. Drawings of the existing installations are not available.

The Contractor shall fully acquaint themselves with the nature of the work to be carried out, the locality of the plant and any possible hindrances in the execution of the service (entry clearance, etc.) and to allow for all of these factors in their prices, as any later claim bases on a want knowledge will not be entertained.

Generating plant shall be maintained and serviced every three (3) months in accordance with the inspection schedules contained in C3.4.1 to 6 commencing from the first service of the plant. The condition of the generating plant installations including the plant room or container and electrical installation associated with the generator plant shall be surveyed on each service visit to each plant, the information being recorded and submitted in schedule format to the Engineer for record. Such records shall include any damage or equipment faults. The plant condition reports contained

in C3.4.2 shall be employed for this purpose. The information shall include electrical installations relevant to the generator plant. Attention shall be given to reporting the corrosion of any metallic components during the inspection visits.

Bulk diesel and petrol fuel will be supplied by others. The contractor, however, shall be responsible for checking the present fuel levels and to ensure that the day tank is full and to make the necessary entry on the check lists accompanying his invoice.

Maintenance shall include the execution of all items in accordance with C3.4.1. Check list for Maintenance of Diesel and Petrol Electric Generators including engine oils, all plant expendable material (consumable sundries) and labour, etc., but excluding transport which is measured under Day works.

Lubricating Oil: Drain, flush & refill the engine lubricating oil including the replacement of all filters, gaskets, seals, O-rings, etc. and cleaning of magnetic sump plugs prior to replacement.

Cooling System: Drain and flush water cooling system & refill with rust inhibitor added.

All replacement fluids and spares shall comply with the original equipment manufacturers (OEM) specifications. Drain, flush and refill actions shall likewise comply with the OEM maintenance procedure set out in the relevant operating & maintenance manual. New replacement components such as filters shall be inscribed with the date & plant run time (hours) when installed.

Used oil, cooling water and contaminated components shall be safely disposed at an approved facility. A certificate of disposal shall be obtained. Such waste materials may be temporarily stored at the Contractor's premises until such time as the quantity is sufficient for bulk disposal as specified above.

The existing electrical installation which is directly associated with generating plant shall be in a safe, serviceable, clean & operational condition. Such associated electrical installation shall include the electrical panel containing the transfer switches and mounted in the plant room or adjacent room and the power and control cables interconnecting the generating plant & electrical panel containing the transfer switches and mounted in the plant room or an adjacent room. All switchgear & control components shall be maintained including earth bonding.

Maintenance of the electrical installation as specified shall include the submission of detailed maintenance records. Such maintenance shall be performed during the same visit during which the generating plant & auxiliaries are maintained.

The requirements for electrical maintenance & servicing of generating plant panels are specified which shall be completed at every maintenance visit & submitted for record & payment.

On completion of each inspection the contractor shall complete a Job Card and submit to the Regional Representative with a copy to the facility concerned. The contractor shall attach to the Job Card the following documents associated with the inspection.

- Servicing Checklists completed and endorsed with the contractor's original signature.
- Travel Log sheets.

Number of service & maintenance visits with distinction between generator plants of differing ratings. The rate shall include all necessary labour, materials, parts, consumables, reports, document copies and disposal of used waste materials and parts. Materials and parts shall include but not limited to lubricating oil, corrosion inhibitor, filters, gaskets, etc. as necessary for the complete servicing of the plant.

Payment will be subject to submission of claims for payment with acceptable maintenance reports comprising completed job cards, maintenance checklists and travel logs all signed and dated.

C3.2.15 OPERATING & MAINTENANCE (O&M) DOCUMENTS

Comprehensive supplementary O&M documents shall be compiled for any new components which have been installed or where plant, circuits, panels etc. have been altered in the course of the maintenance and servicing of the generator plant.

Where control panel alterations have been executed, complete schedules of approved components and wiring diagrams shall be included.

Draft copies of the documents shall be submitted to the Regional Representative for scrutiny and any necessary revisions shall be made prior to submission of multiple copies of the approved document. The final copies shall be submitted in a ring binder file or files divided into sections per affected plant.

Draft copies: Fixed sum for all documents for all affected plant including any resubmissions to achieve approval.

Final copies: Number of copies of the complete set of supplementary documents per affected plant. Four copies of each set of documents shall be submitted.

C3.2.16 SCHEDULED WORK

Material item unit rates shall include for all labour, material profit overhead, transport as well as the disconnecting, removal and commissioning of existing as per Bill of Quantities.

C3.2.17 UNSCHEDULED WORK

Provide for certain works to be executed on unscheduled items where specified or instructed. This item may only be utilised on the specific instruction of the Departmental Representative. All overhead costs shall be included.

In the case of work provided for in terms of Provisional Sums the Contractor shall submit a detailed quotation as per Supply Chain Management requirements prior to commencing work. The amount of the quotation shall not be exceeded without approval prior to completion of the work concerned. In the case of Transport for planned maintenance, a prior quotation is not required.

Materials: An allowance for the cost of materials utilised in connection with work performed in terms of day works. The materials mark-up rate shall allow full compensation to the Contractor for quotation profit & attendance costs. The mark-up rate shall be given as a portion of the proven cost of the materials utilised, ie 15% must be entered as 0,15.

Payment: Payment will be subject to the submission of an invoice, job card and logsheets. Payment claims shall include full details of the work performed with supporting materials invoices, close-out reports, labour time sheets & transport details with distance travelled log.

C3.3 PARTICULAR SPECIFICATIONS

- Department of Public Works quality specification part A, B & C.
- Generator specification.
- Occupational Health and Safety Specification for Preventative and Day to Day Maintenance Services See attached Generic Guidelines.
- SL - Employment and training of labour on the Expanded Public Works Program (EPWP) infrastructure projects: National Youth Service (NYS). See attached additional specification
- SN – Implementation of labour-intensive Infrastructure Project under the Expanded Public Works Programme (EPWP).

C3.4 GENERATING PLANT MAINTENANCE AND SERVICING (PLANNED) INSPECTION SCHEDULES.

- C3.4.1 CHECK LIST FOR MAINTENANCE TO PETROL AND DIESEL GENERATORS.
- C3.4.2 GENERATOR PLANT QUESTIONARE.
- C3.4.3 MAINTENANCE AND SERVICE SCHEDULE FOR PLANTROOM VISUAL INSPECTION OF ELECTRICAL APPARATUS.
- C3.4.4 MAINTENANCE AND SERVICE SCHEDULE FOR LOW VOLTAGE PLANTROOMS, DISTRIBUTION CONTROL BOARDS, ELECTRICAL METER READINGS.
- C3.4.5 MAINTENANCE AND SERVICE SCHEDULE FOR MISCELLANEOUS INSPECTION AND ATTENDANCE TO PLANTROOM AND CONTAINERS.
- C3.4.6 MAINTENANCE AND SERVICE SCHEDULE FOR BATTERY OPERATION

C3.4.1 CHECK LISTS FOR MAINTENANCE TO PETROL AND DIESEL GENERATORS

MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS
(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)
 Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
1(a)	Drain crankcase oil and refill with new Oil.		
(b)	Renew Lubricating oil filter elements		
(c)	Renew fuel filter elements		
(d)	Renew air cleaner filter elements as per manufacturer's requirements		
(e)	Drain and refill injector pump cambox oil		
(f)	Adjust tappet clearances and replace gaskets		
(g)	Flush out water cooling system and refill with rust inhibitor added.		
(h)	Pressure test cooling system		
(i)	Report condition of plant		
2.	CHECK FUNCTION, ADJUST, TIGHTEN, AND/OR LUBRICATE WHERE NECESSARY		
A	Fuel pump timing		
B	Pump drive		
C	Oil feed pump		
D	Excess fuel device		
E	Governor		
F	Turbo Charger		
G	Heat Exchanger		
H	Fan & Fan Bearings		
H	Fan & Fan Bearings		
I	Dynamo Bearings		
J	Stop Solenoid		
K	Hand/Electric day tank pump		
L	Lubricating oil filter element		

C3.4.1 CHECK LISTS FOR MAINTENANCE TO PETROL AND DIESEL GENERATORS (CONTINUE)

MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS

(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)

Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
3.	VISUALLY CHECK CONDITION, AND TIGHTEN, WHERE NECESSARY		
A	Radiator Core		
B	Radiator Hoses		
C	Radiator pressure cap or valve		
D	Water heater element and thermostat		
E	Vee Belts		
F	Engine Mountings		
G	Engine/Alternator coupling		
H	Exhaust silencer and pipes		
I	Day tank condensate : Drain water from tank		
4.	CHECK FOR LEAKS AND TIGHTEN WHERE NECESSARY		
A	Drain plug		
B	Oil lines and seals		
C	Fuel lines and seals		
D	Injector seals		
E	All packing's		
5.A	Clean Air Cleaner dry element and/or bath		
B	Clean fins and oil cooler		
C	Clean Engine		
D	Clean drip trays (where fitted)		
E	Clean day tank and gauge glass		
F	Check alarm cancel and alarm function on:		
(i)	Low fuel warning		
(ii)	Start failure		

C3.4.1 CHECK LISTS FOR MAINTENANCE TO PETROL AND DIESEL GENERATORS (CONTINUE)

MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS

(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)

Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

ITEM NO.	DESCRIPTION OF ITEM	ITEM CHECKED (TO BE TICKED OFF)	
		YES	NO
G	Check alarm and engine shut down functioning on:		
(i)	High temperature		
(ii)	Low oil pressure		
(iii)	Over speed		
6.	CHECK AND TOP UP WHERE NECESSARY (Specify quantity)		
A	Battery Cells		
B	Diesel tank		

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP

C3.4.2 GENERATOR PLANT QUESTIONNAIRE

(TO BE COMPLETED ON FIRST VISIT TO ALL PLANTROOMS)

NAME OF BUILDING/SITE/USER DEPARTMENT: _____

	ENGINE	INFORMATION			INFORMATION
1	MAKE			TYPE	
a	Serial No		b	Speed (rpm)	
c	Output (sea level KW)		d	Output Site (KW)	
	Fuel tank capacity: Day (L)			Bulk (L)	
e	Cooling Method		f	Starter Battery (V AH)	
g	State type of set: Base Load		h	Standby	
2	ALTERNATOR				
a	Make		b	Type	
c	Serial No		d	Type	
e	Output KVA		f	Volts/phase	1.....2.....3.....
g	Efficiency at full load %				
3	CONTROL PANEL				
a	Make		b	Type	
c	How mounted: Wall		d	Type of Governor	
e	Floor mounted		f	Control System: Relay or Solid State	

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP



**C3.4.3 MAINTENANCE AND SERVICE SCHEDULE FOR PLANTROOM VISUAL
INSPECTION OF ELECTRICAL APPARATUS**

	ACTIVITY	YES	NO
1.	L.T. Cables in order		
2.	L.T. Cable Terminations in order		
3.	All L.T. Switchgear, Covers and Panels intact		
4.	All L.T. Switchgear intact		
5.	Are all switches and circuit breakers in "ON" position?		
6.	Are Circuit Legends available?		
7.	Are Circuit Legends complete?		
8.	Are all Circuit breakers properly labelled?		
9.	Are all Time switches correct and set accordingly? (Where applicable)		
10.	Are all indicating Panel lights working: - if not – indicate quantity replaced under "Remarks" (see 16)		
11.	Check all engine oil levels and top up where required. Report any leaks under "Remarks" (see 16)		
12.	Check selector switch in all positions		
13.	REMARKS: (a) No. of panel lights replaced:		
	(b) Topping up in excess of 2 litres:	Litres	
	(c) Leaks:		
14.	Dummy Load		
	Check & Clean elements check currents.		

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP



Test-Run plant for 30 minutes on full load, check and record the following:
Reset all Maximum Demand Ammeters and record running hours after the test.

Meter Readings

PLACE: _____

INSTITUTION: _____

Item	Plant Number & Hours	Phase 1	Phase 2	Phase 3
a	h	V	V	V
		A	A	A
b	h	V	V	V
		A	A	A
c	h	V	V	V
		A	A	A
d	h	V	V	V
		A	A	A

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____





C3.4.5

**MAINTENANCE AND SERVICE SCHEDULE FOR MISCELLANEOUS
INSPECTION AND ATTENDANCE TO PLANTROOM AND CONTAINERS**

	ELEMENT	CONDITION GOOD	CONDITION POOR
1.	Doors and frames		
2.	Window panes and frames		
3.	Window guards		
4.	Window cills		
5.	Walls and ceilings (High Pressure)		
6.	Cable ducts		
7.	HT Switchgear (where applicable)		
8.	LT Switchgear		
9.	LT Distribution board/Control panel		
10.	Container interior and exterior		
11.	Container air filter elements		
6.2.	Clean and oil		
1.	Door hinges		
2.	Door locks		
3.	Container latches & padlocks		
4.	Plant Room Floors		
5.	Walls & Ceilings		
6.	Container panels		
7.	Bunn Walls		
6.4.	Report under "Remarks" on the condition of		
1.	Doors including hinges, locks, etc.		
2.	Windows including glass, cills, guards, etc.		
3.	Yard fencing and gates (where applicable)		
4.	Walls – any cracks?		
5.	Roofs – any leaks?		
6.	Container padlocks		
7.	Container view panel where fitted		
8.	Container panel corrosion		
9.	Distorted or mechanically damaged panels		

C3.4.5 MAINTENANCE AND SERVICE SCHEDULE FOR MISCELLANEOUS INSPECTION AND ATTENDANCE TO PLANTROOM AND CONTAINERS (CONTINUE)

6.5. Inspection of and Attendance to sundry items:

1.	Cable duct covers to be in position		
2.	Warning signs to be in position on outside of door		
3.	Warning and First Aid Signs to be in position on inside of Plant room		
4.	Container signs in position		

REMARKS:

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP

C3.4.6 **MAINTENANCE AND SERVICE SCHEDULE FOR BATTERY OPERATION BATTERIES AND CHARGERS**

Contractors are to note that all maintenance to Nickel Cadmium Alkaline batteries, charging equipment and accessories, are to be in accordance with the manufacturer's requirements.

Any loss or damage to the equipment through negligence on the contractor's part will be for his account.

	ELEMENT	YES	NO
1	Clean Battery and/or Container/Stand and terminals with warm water and dry out		
2	Neutralise corrosion with bicarbonate of soda solution		
3	Top up all cells with distilled water		
4	Clean all battery terminals and cover with "Vaseline"		
5	Check for loose connections and terminals, tighten where necessary		
6	Ensure that Battery Charger is set on "trickle charge"		
7	Is Amp/Voltmeter on charger operational (see "Remarks")		
8	Is "Test" button on charger operational (see "Remarks")		
9	Check indicating lights on charger and replace if necessary; indicate quantity replaced under "Remarks" (see "Remarks")		
10	The following information on each cell is to be recorded.		

BATTERY CHARGER AMPS

Battery No. 1 No. Volts	Cell S.G.	Battery No. 2 No. Volts	Cell S.G.	Battery No. 3 No. Volts	Cell S.G.
1.		1.		1.	
2.		2.		2.	
3.		3.		3.	
4.		4.		4.	
5.		5.		5.	
6.		6.		6.	
7.		7.		7.	
8.		8.		8.	
9.		9.		9.	
10.		10.		10.	
11.		11.		11.	
12.		12.		12.	

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP

C3.5 JOB CARD

Department of Public Works

Tender No:

PREVENTATIVE AND DAY-TO-DAY MAINTENANCE

JOB CARD

Service Date :

Place: Institution: Location:

Service Description: Ref No:

Contractor: Telephone:

WORK EXECUTED DESCRIPTION

Use addendum if additional space is required. Attach the following documents:

1. Completed & signed servicing checklists pages 5/3...5/4. (if applicable)
2. Monthly travel log sheet. (If applicable)

Artisan's Name:

Date of arrival: Time: Completion date:..... Time:

Actual hours worked on site: Signature of Artisan (Contractor):

CONTRACTOR

I hereby declare that the maintenance, repairs and / or servicing, as listed in the schedules, have been satisfactorily executed and that all records have been updated

SIGNED BY THE CONTRACTOR

Name : Signature : Date :

CLIENT DEPARTMENT (TO BE COMPLETED BY THE DESIGNATED OFFICER)

I the undersigned declare that the work has been completed (however I do not certify the technical / cost / correctness)

Remarks :

Name : Rank : Signature :

Telephone: Date :

CLIENT
DEPARTMENTAL
STAMP

DEPARTMENTAL REPRESENTATIVE

I certify that the work has been carried out satisfactorily

Name : Rank : Signature :

Date:

C3.6 TRAVEL LOG

Department of Public Works

Tender No:

PREVENTATIVE AND DAY-TO-DAY MAINTENANCE
TRAVEL LOG

Place: Institution: Location:

Service Description: Ref No:

Contractor: Telephone:

Travel Log for the period from (date) to (date)

Date	Origin		Destination		Distance (km)	Purpose of travel
	Place	Odometer reading	Place	Odometer reading		
Total distance travelled						

.....
Contractor (Representative's name) Signature

.....
Date

C2.1 Pricing Instructions

1. BILLS OF QUANTITIES

The **Bills of Quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Facilities Management: Preventative and Day-to-Day Maintenance Conditions of Contract, Specifications, Drawings and all other relevant documentation.

2. VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **Bills of Quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

3. FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, Bill of Quantities, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

4. QUANTITIES PROVISIONAL

The quantities set out in the schedules are measured provisionally and will be subject to re-measurement on completion of the Maintenance Works.

5. ZERO, NIL, GRATIS, UNBALANCED OR NON- MARKET RELATED RATES

Zero, nil, gratis, unbalanced or non- market related rates will not be accepted and The Department reserves the right to adjust such rates without altering the tender value. The Bill of quantities must therefore be returned with the tender documentation

6. CONTRACT PRICE ADJUSTMENT PROVISION

Contract price adjustment provision CPAP is not applicable to this tender document.

7. MATERIAL ITEM UNIT RATES

Material item unit rates shall include for all labour, material profit overhead, transport, as well as disconnecting and removal of existing etc.

8. MARK-UP

Percentage mark-up is allowed on non-scheduled material, parts and components only and not on labour, transport and sub-contractor's services. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. This must be indicated in the Bill of Quantities applicable to the resulting contract. Percentage mark-up allowed. A provisional amount has been provided in the Rates of Schedules. Tenderers to indicate percentage profit as indicated in the schedule of rates.

9. TRANSPORT COST

Transport cost for schedule items can only be claimed if distance traveled is more than 50km radius from the General Post office or the office of the service provider (whichever is the lesser) of the subject area of this tender. Transport cost will be calculated according to the distance travelled to the site/building where the work is to be executed. Where more than one service has to be done on the same day in the same area, transport cost will be calculated on actual distance travelled outside the 50km radius as below example.



From Post Office to property A- 135Km: from property A to property B-7Km: from property B to property C-5Km: from property C to Post Office =travel that can be claimed 187km 140Km =
Total distance that can be claimed - (50km radius) = Total km.

The Contractor shall make the necessary arrangements to have the required parts, material or equipment available to execute repair work, therefore no claims for delivery costs or transport costs to collect parts, material or equipment shall be accepted. Workers travelling in the vehicle are to be included in transport costs.

10 MEASUREMENTS

The unit of measurement is indicated in the Scope of works and in the Bill of Quantities.



PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

Pricing Schedule of Bill of Quantities attached

SUB TOTAL 1

ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
	SCHEDULE WORK (Refers to scope of work PG-01.1 (FM:PDM) C 3.2.16)											
1	HEALTH AND SAFETY											
1.1	Allow for health & safety plan, file & compliance	No		1		N/A	N/A		N/A			
1.2												
2	CONTROL PANEL											
2.1	Supply and Install Battery Charger for different Generators and Diesel Engines type and different sizes. See sizes below. 2.5A 12V to 24V battery charger.											
2.1.1	5kVA...30kVA	No		5			3			2		
2.1.2	31kVA...65kVA	No		5			3			2		
2.1.3	66kVA...160kVA	No		5			3			2		
2.1.4	161kVA...260kVA	No		5			3			2		
2.1.5	261kVA...500kVA	No		5			3			2		
2.1.6	501kVA...1.5MVA	No		1			1			1		
3	REPAIR WORK - GENERATORS AND DIESEL ENGINES											
3.1	Battery components											
3.1.1	Battery 612 - 673	No		15			7			5		
3.1.2	Battery 674 - 682	No		15			7			5		
3.1.3	Battery 688 - 689	No		15			7			5		
3.1.4	Battery 612C- 125C	No		15			7			5		
3.1.5	Lugs 6mm - 50mm/ 100 Pack	No		3			2			1		
3.1.6	Battery Clamps	No		15			10			5		
3.1.7	Battery leads	No		15			10			5		
3.2	Standby Generators and Diesel Engines set components											
3.2.1	Heater element	No		10			10			10		
3.2.2	Thermostat	No		10			10			10		
3.2.3	Water hose including clamp (10-50mm)	No		20			20			10		
3.2.4	Fuel hose including clamps (6-14mm) /clips	No		20			20			10		
SUB TOTAL 1 CARRIED FORWARD TO SUMMARY												

SUB TOTAL 2

ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
	Standby Generators and Diesel Engines set components continue											
3.2.5	Fuel tank sight glass 12 mm	No		10			10			10		
3.2.6	Radiator caps all sizes	No		10			10			10		
3.2.7	Earth wire (6-10mm) meter	No		10			10			10		
3.2.8	Voltmeter (0-30v DC)	No		10			10			10		
3.2.9	Voltmeter (0-30v AC)	No		10			10			10		
3.2.10	Voltmeter rotary switch	No		10			10			10		
3.2.11	Toggle Switch	No		10			10			10		
3.2.12	Selector switch	No		10			10			10		
3.2.13	Change over contactor 200Amp - 400Amp	No		10			7			5		
3.2.14	Change over contactor 800Amp - 1200Amp.	No		8			5			5		
3.2.15	Amp meter	No		10			10			10		
3.2.16	Eleven pin relay 12v	No		15			15			15		
3.2.17	Eleven pin rotary 24v	No		15			15			15		
3.2.18	Eleven pin relay 220v	No		15			15			15		
3.2.19	Frequency monitor relay & base	No		15			15			15		
3.2.20	12v timer relay	No		15			15			15		
3.2.21	24v timer relay	No		15			15			15		
3.2.22	Fuel gauge	No		15			15			15		
3.2.23	Solenoid	No		10			10			10		
3.2.24	Cooling fan	No		5			5			5		
3.2.25	Diesel fuel Pump water separator filter	No		10			10			10		
3.2.26	Water Pump	No		10			7			7		
3.2.27	Fuse	No		10			10			10		
3.2.28	Diesel pump	No		10			10			10		
3.2.29	Alignment laser bean generator	No		5			5			5		
3.2.30	Oil per litre	Liter		100			100			100		
3.2.31	Alternator voltage regulator	No		10			10			10		
3.2.32	Fuel System	No		5			5			5		
3.2.33	Air brake compressor	No		5			5			5		
3.2.34	Fuel shut off valve	No		5			5			5		
3.2.35	SPLD004 Exciter Stator	No		5			5			5		
3.2.36	12V Electric starter motor	No		12			10			10		
3.2.37	24V Electric starter motor	No		12			10			10		
SUB TOTAL 2 CARRIED FORWARD TO SUMMARY												

SUB TOTAL 3

ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
	Standby Generators and Diesel Engines set components continue											
3.2.39	Emergency Switch	No		30			30			30		
3.2.40	V-Belt	No		5			3			2		
3.2.41	Fan Belt	No		5			3			2		
3.2.42	Cam/ Timming belt	No		5			3			2		
3.2.43	Lagging on exhaust system and reseal room exit port..	No		10			10			10		
3.2.44	Panel lamps	No		10			10			10		
3.2.45	Gasket for Generator and Diesel engine	No		3			3			3		
3.2.46	Sirens	No		10			10			10		
3.2.47	Complete canopy door lock for Generator by Ictech with key set	No		30			10			10		
3.3	AUTOMATIC CHANGE OVER SWITCH											
3.3.1	100A 1-Ph (2 Pole)	No		1			1			1		
3.3.2	100A 3-Ph (4 Pole)	No		13			10			10		
3.3.3	160A 3-Ph (4 Pole)	No		1			1			1		
3.3.4	250A 3-Ph (4 Pole)	No		3			3			3		
3.3.5	300A / 400 A 3-Ph (4 Pole)	No		5			5			5		
3.3.6	500A / 630A 3-Ph (4 Pole)	No		1			1			1		
3.3.7	800A / 1000A 3-Ph (4 Pole)	No		1			1			1		
4	LCD DISPLAY CONTROLLER FOR GENERATORS PLNT COMPLETE TO SUIT INSTALLATION IN EXISTING PLANT. APPLIES TO ALL RATING OF DIESEL ENGINES											
4.1	Genset control unit complete	No		10			7			5		
5	PAINTING AND SURFACE COATINGS INCLUDING SURFACE PREPARATION SPECIFIC TO THE FINISH COATING SYSTEM											
5.1	Wall Plantrooms: Pure acrylic paint white	M²		70			1			1		
5.2	Floor screed plantrooms: epoxy coating, self-levelling	M²		70			1			1		
5.3	Floor screed plantrooms: epoxy coating, standard	M²		70			1			1		
5.5	Varnished timber: window frames Max 1200x900mm	M²		70			1			1		
5.6	Varnished timber : doors, single lever both sides	M²		70			1			1		
5.7	Clean plant room	No		70			1			1		
5.8	Implement log book system	No		20			0			0		
SUB TOTAL 3 CARRIED FORWARD TO SUMMARY												

Department of Public Works and Infrastructure
Lejweleputswa District Municipality: 36 Months
Tender No: BL23/034

SUB TOTAL 4

ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
6	SERVICE WORK, GENERATORS AND DIESEL ENGINES											
	Service genset and diesel engine (Refere to scope of work PG-01.1 (FM;PDM) C 3.2.14 Generating plant maintenance and servicing)											
	*This section contains the specifications for the initial service procedures that will be completed as part of the contract.The contractor should note that the tendered rate for each procedure shall include both the supply and delivery, installation, testing and commissioning of equipment and material, and the labour costs associated with the completion of the procedure.											
	*Service diesel and steam clean engine, alternator as well as day tank.											
	*Inspect all rubber houses and wifin li:- replace if required,											
	*Service existing battery											
	*Do cold starting volt drop test on prime mover starter battery											
	*Clean sliprings and inspect bush near Open alternator terminal box, clean and tighten terminations. Check and record earthing value.											
	*Service alarm panel and clean internally and externally. Simulate and verify all alarm and shutdown conditions..											
6.1	5kVA-30kVA - single phase generator	No		4			4			6		
6.2	12kVA-50kVA - 3-phase generator	No		23			23			23		
6.3	51kVA-75kVA - 3-phase generator	No		16			16			16		
6.4	76kVA-125kVA - 3-phase generator	No		7			7			7		
6.5	126kVA-150kVA - 3-phase generator	No		4			4			4		
6.6	151kVA-200kVA - 3-phase generator	No		15			15			15		
6.7	201kVA-250kVA - 3-phase generator	No		4			4			4		
6.8	251kVA-300kVA - 3-phase generator	No		6			6			6		
6.9	301kVA-500kVA - 3-phase generator	No		5			5			5		

SUB TOTAL 4 CARRIED FORWARD TO SUMMARY

SUB TOTAL 5

[illegible]

ITEM		TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
1	SUB TOTAL 1	
2	SUB TOTAL 2	
3	SUB TOTAL 3	
4	SUB TOTAL 4	
5	SUB TOTAL 5	
	SUB TOTAL (1 + 2 + 3 + 4 + 5)	
	VAT @ 15%	
TOTAL PRICE (CARRIED FORWARD TO THE "FORM OF OFFER AND ACCEPTANCE"		
DPW-07		

***OFFICE ADDRESS FROM WHERE THE CONTRACTOR OPERATES :**

*** All distances for inspection, repairs and installations will be measures from the "Reference Location" identified**

FULL NAME OF TENDERER: _____

NAME OF FIRM: _____

CELLPHONE NUMBER: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

HEALTH AND SAFETY FILE

Bid no: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

Health and Safety file attached

DRPW – 03 (EC) TENDER DATA

Bid no: BL23/034

Bid/ Project Description: Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator

Paste Tender Data here

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>

C.1.4	The Employer's agent is:	
	Name:	Thabo Matsha
	Capacity:	Departmental Project Manager
	Address:	18 President Brand Street, Bloemfontein, 9300
	Tel:	051 408 7392
	Fax:	N/A
	E-mail:	Thabo.Matsha@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 4 ME or 4 EB** 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: Not applicable <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 4 ME or 4 EB** 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 4 ME or 4 EB** 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: Applicable</p>	

C. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality Criteria	Weighting Factor
1. Relevant Experience with ability to complete projects within contract period	20
2. Quality of past performance (Work)	20
3. Labour: Qualified Artisan and General Assistance	20
4. Resources: Office, Vehicles and Tools	20
5. Finances	20
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
--	----

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

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

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

Physical address: _____

Postal Code _____



Postal Address: _____

Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____ *(project description as per Tender Document)*

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

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

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

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			

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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator		
Tender / Quotation no:	BL23/034	Reference no:	BLM/18

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: N/A

Venue: N/A

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator		
Tender / Quotation no:	BL23/034	Reference no:	BLM/18

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

PROCUREMENT

Tender Number: BL23/034

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

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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)

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	Lejweleputswa District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator		
Tender / Quotation no:	BL23/034	Closing date: Tuesday, 19 December 2023	Time: 11H00

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer		Signature		Date	

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10



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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



- 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....





FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

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

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

2. INTERPRETATION

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

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

3. DURATION

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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

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

6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

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



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

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
 - 9.2.1 *employees, officers and directors of the Service Provider; and*
 - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. AMBIGUITY IN DOCUMENTS

- 10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*

11. INSURANCES

- 11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

- 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
- 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
- 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. PROGRAMME

- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

14. SUBCONTRACTING

- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. COMPLIANCE WITH LEGISLATION

- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*
- 16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

17. REPORTING OF INCIDENTS

- 17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*
- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*

18. NUISANCE

- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*



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

20. URGENT WORK

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

21. INDEMNIFICATIONS

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

22. VARIATIONS

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

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



- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

23.12 *Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.*

23.13 *Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.*

23.14 *Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

24. SUSPENSION OF THE SERVICES

24.1 *The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.*

24.2 *If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

24.3 *If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.*

25. PENALTY FOR NON-PERFORMANCE

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

25.1.1 *delays in performing any of the Services;*

25.1.2 *fails to perform any of the Services;*

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

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



- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*
26. **PAYMENTS**
- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
 - 26.2.2 *adjustments in terms of the pricing data;*
 - 26.2.3 *additional work rendered by the Service Provider;*
 - 26.2.4 *CPAP adjustment where stated in the Contract Data; and*
 - 26.2.5 *VAT. Vat will be indicated separately in all documents.*
- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*
- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- i. **Deductions for penalties;**
 - ii. **Deductions for overpayments;**
 - iii. **Deductions for retention**
 - iv. **Deductions for damages.**
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*



- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
27. **RELEASE OF SECURITY**
- 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
- 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
- 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
- 27.3 *If the form of security selected is:*
- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
- (b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*
- then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:*
- 27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*
- 27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
28. **OVERPAYMENTS**
- 28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
29. **COMPLETION**



- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*
30. **ASSIGNMENT**
- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*
31. **INDULGENCES**
- 31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*
32. **OWNERSHIP AND PUBLICATION OF DOCUMENTS**
- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*



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

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

33. *BREACH OF CONTRACT*

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

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

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

33.1.3 *To suspend further payments to the Service Provider;*

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

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

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

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

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

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

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

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

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

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

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

- 34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*
- 34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*
- 34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*
- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*
- 34.4 *Further, the Contract shall be considered as having been terminated:*
 - 34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*
 - 34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*
- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*
 - 34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*
 - 34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*
 - 34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*
- 35. **DISPUTE RESOLUTION**
 - 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
 - 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
 - 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
 - 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
 - 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*

- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*
36. GENERAL
- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*
37. DOMICILIUM CITANDI ET EXECUTANDI
- 37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*
- 37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*
- 37.3 *Any notice in terms of the conditions of the Agreement must either be:*
- 37.3.1 *delivered by hand during normal business hours of the recipient; or*
- 37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*
- 37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*
- 37.4.1 *if hand-delivered on the date of delivery;*
- 37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*
- 37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*



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