



Province of the  
**EASTERN CAPE**  
HEALTH

## **TENDER**

---

# **SUPPLY AND DELIVERY COMMISSIONION OF KITCHEN EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36 MONTHS**

**SCMU3-22/23-0687 - NMA**

---

**NAME OF TENDERER:** \_\_\_\_\_

**CRS NUMBER:** \_\_\_\_\_

---

**JANUARY 2023**

---

**PREPARED FOR:**

Eastern Cape Department of Health  
Nelson Mandela Academic Hospital, Sisson Street, Fortgale  
P.O. Box X5152  
MTHATHA  
5099

**PREPARED BY:**

Eastern Cape Department of Public Works  
Corner Owen & Victoria Street, KD Building  
Mthatha  
5099

<b>TABLE OF CONTENT</b>	
<b>PART T1: TENDER PROCEDURES</b>	
T1.1 TENDER NOTICE AND INVITATION TO TENDER	
T1.2 TENDER DATA	
<b>T2.1 LIST OF RETURNABLE DOCUMENTS</b>	
<b>SBD 1</b>	INVITATION TO BID
<b>SBD 4</b>	DECLARATION OF INTEREST
<b>SBD 6.1</b>	PREFERENCE POINTS CLAIM FORM
<b>SBD 3.2</b>	PRICE ADJUSTMENTS
<b>ANNEXURE A</b>	VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE CERTIFICATE
<b>ANNEXURE B</b>	SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE
<b>ANNEXURE C</b>	PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)
<b>ANNEXURE D</b>	VALID CIDB CERTIFICATE OF A BIDDER
<b>ANNEXURE E</b>	CAPACITY OF THE BIDDER AND QUALIFICATIONS
<b>ANNEXURE F</b>	RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS
<b>PART C1 AGREEMENTS AND CONTRACT DATA</b>	
C1.1 FORM OF OFFER AND ACCEPTANCE	
C1.2 CONTRACT DATA FOR CIDB STANDARD PROFESSIONAL SERVICES CONTRACT	
C1.3 CIDB ADJUDICATOR'S AGREEMENT	
<b>PART C2: PRICING DATA</b>	
C2.1 PRICING INSTRUCTIONS	
C2.2 PRICING SCHEDULE	
<b>BILLS OF QUANTITIES</b>	
<b>PART C3: SCOPE OF WORK</b>	
C3 - SCOPE OF WORK	
<b>PART C4: SITE INFORMATION</b>	
C4 - SITE INFORMATION	

---

## **PART T1: TENDER PROCEDURES**

---

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**T1.2 TENDER DATA**

## T1.1 NOTICE AND INVITATION TO TENDER

**THE EASTERN CAPE DEPARTMENT OF HEALTH, INVITES TENDERERS FOR:**

<b>Project title:</b>	<b>SUPPLY AND DELIVERY COMMISSIONION OF KITCHEN EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36 MONTHS</b>		
<b>Tender No;</b>	<b>SCMU3-22/23-0687 - NMA</b>		
		<b>Closing date:</b>	<b>8 February 2023</b>
<b>Closing time:</b>	11:00	<b>Validity period:</b>	<b>12 Weeks</b>

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".

Tenderers must have a CIDB contractor grading of **4ME or higher** including potential emerging contractors.

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders:

<input type="checkbox"/>	<b>I.</b> Bidders is pre-selected from the Eastern Cape department of Health panel of contractors which is determined from the bid 190 and bid 026
<input type="checkbox"/>	Proof of CIDB Grading. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4ME or Higher</b> class of construction work, are eligible to submit tenders. Potentially emerging enterprises who satisfy the criteria stated in the Tender Data <b>4ME or Higher</b> may submit tender offers.
<input type="checkbox"/>	Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB in the CE class of work; 2. 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 for a <b>4ME</b> class of construction work. The lead partner should have the higher CIDB grading. 3. they have a signed joint venture agreement 4. A consolidated BBB-EE certificate must be submitted in order to qualify for points
<input type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input type="checkbox"/>	Submission of applicable (T2.2b): 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.
<input type="checkbox"/>	Submission of (SBD 4): Declaration of Interest.
<input type="checkbox"/>	Submission of (SBD 3.2): PRICE ADJUSTMENTS
<input type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per List of Returnable Schedules (T2.1)
<input type="checkbox"/>	Submission of proof of CSD registration.
<input type="checkbox"/>	Submission of a CIPC (CIPRO) Certificate

<input type="checkbox"/>	Tenderers are required to have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff	
<input checked="" type="checkbox"/>	80/20 Preference point scoring system	<input type="checkbox"/> 90/10 Preference point scoring system

Preference point scoring system will be broken down as follows:

Preference:		Price:	
B-BBEE status level:	20 Points	Price:	80 Points
Total must equal:	<b>20 Points</b>	Total must equal:	<b>80 Points</b>

### 1. COLLECTION OF TENDER DOCUMENTS:

- ☐ Tender documents may be collected during working hours at the following address:  
 SCM OFFICES, NELSON MANDELA ACADEMIC HOSPITAL  
 Level 2 Administration Block, Sisson Street Fort Gale,  
 MTHATHA  
 Office hours, i.e From 8h00 to 16h00 from Monday to Thursday and from 8h00 to 16h00

**NB Please bring your Memory stick as the document is in the soft copy or download from the system**

- ☐ A non-compulsory clarification meeting and site visit will be held on 18 January 2023 when a representative of the Employer's Agent will meet prospective tenderers.

**Venue: NELSON MANDELA ACADEMIC HOSPITAL, NO 3 SISSON STREET, FORT GALE, MTHATHA, LEVE 2 SCM OFFICES**

**Briefing Time:** 14H00 – No attendees will be allowed into the venue after 14:15

### 2. ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

<b>Procurement Contact:</b>	<b>Mrs N Mfenguza</b>	<b>Tel No.:</b>	<b>047 502 4518 or 047 502 4488</b>
<b>E-mail Address:</b>	<b><u>indiphile.quluba@echealth.gov.za</u></b>		
<b>Technical Contact:</b>	<b>acquisitions-nmah@echealth.gov.za</b>	<b>Tel No.:</b>	<b>047 505 2847/ 071 873 4525</b>

### 3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

- 3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.  
 3.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data document.  
 3.3. All tenders must be submitted on the official forms – (not to be re-typed)

<b>TENDER DOCUMENTS MAY BE POSTED TO:</b>	<b>OR</b>	<b>DEPOSITED IN THE TENDER BOX AT:</b>
<b>N/A</b>		<b>NELSON MANDELA ACADEMIC HOSPITAL, NO 3 SISSON STREET, FORT GALE,</b>

		MTHATHA , LEVE 2 SCM OFFICES
--	--	------------------------------

#### 4. COMPILED BY:

Department of public Works and Infrastructure	OR TAMBO REGION	
---	-----------------	--

#### T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes 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 provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Eastern Cape Department of Health.
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Pricing schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Department of Public Works and Infrastructure</p> <p>KD Building,</p> <p>Mthatha</p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: two stage procurement procedure shall be applied.
<b>4</b>	<b>Tender's obligations</b>
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ul style="list-style-type: none"> <li>• Tax matters are in order.</li> <li>• Directors or company is not in the Treasury's database of restricted suppliers</li> <li>• Must be <b>4 ME or Higher</b>.</li> <li>• Have safety file / safety representative</li> <li>• And willing to sub to local EMMC</li> </ul>

4.2	The Eastern Cape Department of Health will enter into a GCC, with the successful Bidder. The contract period of the project will be <b>36 months</b> . The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<b>Confidentiality and copyright of documents</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	<b>Seek clarification</b> <i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>2 (Two) working days before the closing time stated in the tender data.</b></i>
4.8	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.9(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contractor or contract amount from which fee account/estimate were based, or amounts or additions to, any statute, regulation or by-laws, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 90 days of first having become aware of the change, the Service Provider or Project Manager furnished the Employer with detailed justification to the Price Price or Period of the Performance (or both).
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

	<p><b>Location of tender box:</b> NELSON MANDELA ACADEMIC HOSPITAL, NO 3 SISSON STREET, FORT GALE, MTHATHA , LEVE 2 SCM OFFICES</p> <p><b>Physical address:</b> 107 NELSON MANDELA ACADEMIC HOSPITAL, NO.3 SISSON STREET FORT GALE, MTHATHA 5100</p> <p><b>Identification details:</b> "SCMU3-22/23-0687 - NMA"</p> <p><b>Closing date:</b> 08 February 2023, Time: 11:00 am.</p>
4.13.5	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> <li>1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</li> <li>2) cidb certificate</li> </ol>
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.</p>
4.15.1	<p>The tender offer validity period is <b>12 Weeks</b>. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.</p>
4.15.2	<p><b>Placing of contractors under restrictions / withdrawal of tenders</b></p> <p>If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>cidb</b> Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>
4.17	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW&I policy
<b>5</b>	<b>Employer's undertakings</b>
5.1	<p>The Employer will respond to requests for clarification received up to <b>Two (2)</b> working days before the tender closing time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until <b>Four (4)</b> working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at <b>11:00am hours</b> .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845,

	<p>b) has been properly and fully completed and signed, and</p> <p>c) is responsive to the other requirements of the tender documents.</p> <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <p>d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</p> <p>e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or</p> <p>f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>																
5.6	<p><b>Arithmetical errors, omission and discrepancies</b></p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>																
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p><b>Table F.1: Formulae for calculating the value of A</b></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math display="block">A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td><td><math display="block">A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td><math display="block">A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td><td><math display="block">A = P_m / P</math></td></tr><tr><td>a</td><td colspan="3"><math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.		
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>														
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$														
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
a	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.																
5.7.2	<p>The procedure for the evaluation of responsive tenders is <b>Method 3: Compliance, Price and Preference:</b></p> <p>Stage 1: Administrative requirements and Mandatory requirements</p> <p>Stage 2: Price and preference (80/20 system)</p> <p><b><u>STAGE 1: ADMINISTRATIVE REQUIREMENTS AND MANDATORY REQUIREMENTS</u></b></p> <p><b><u>FAILURE TO COMPLY WITH THE FOLLOWING MANDATORY CONDITIONS THE BIDDER WILL BE ELIMINTATED.</u></b></p> <p><b>BIDDERS' PROPOSALS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENT IN A SEALED ENVELOPE IN THE BID BOX AT THE CLOSING DATE AND TIME.</b></p> <ol style="list-style-type: none"><li>1. Bid Document must be submitted in its original format</li><li>2. Bids which are late will be sent back to the sender without being evaluated</li><li>3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements and the status on CIDB must be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process.</li><li>4. Form of offer and Acceptance must be duly completed. <b>N.B</b> (Where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall govern)</li><li>5. <b>Returnable Schedule: SBD1</b>-Invitation to bid : PART A should be completed and PART B must be duly completed</li><li>6. <b>SBD4 – Declaration of interest must be duly completed:</b><ol style="list-style-type: none"><li>a. All questions from 2.1 up to 2.3.1 must be adequately answered, paragraph 3 must be duly completed.</li><li>b. 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, such interest must be disclosed on question 2.3.1. ( Failure to disclose such interest, the bidder will be eliminated) That information will be verified by the evaluation committee through CSD.</li></ol></li><li>7. <b>Annexure C: Resolution to Sign</b> must be duly completed a (where applicable), If the document is signed by one of the directors, the resolution to sign is not required to be completed.</li><li>8. <b>Only one offer</b> per item per bidder is allowed and alternative offers will not be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.</li><li>9. VAT vendors must include VAT at 15% in their bid offer(s)</li><li>10. The bidder must be registered with CIDB in a contractor grading designation <b>4ME or Higher.</b></li></ol>																

## N. B ALL THE ABOVE BID CONDITIONS ARE MANDATORY

### Conditions of bid-Non Eliminating

1. The bidder should be registered on the Central Supplier Database (CSD) prior the award.
2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
3. Returnable Schedule: SBD 1- Invitation to bid should be completed and signed.
4. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
5. The Department will contract with the successful bidder by signing a formal contract.
6. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which must also be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
7. Returnable Documents: Company Details
8. Returnable Documents: Company Composition
9. Compulsory Enterprise Questionnaire (Completed and signed)
10. Compulsory Declaration (Completed and signed)
11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
12. Once appointed the successful bidder must have offices/ workshop within 150km of Mthatha CBD.
13. Bidder should submit a minimum of three (3) written contactable references for projects successfully completed in the **past** (clearly indicating client name, contract value, contract term, contact person, contact details). *Refer to Annexure I and Annexure M.*
14. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure L.
15. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
16. Bidders should submit a list of projects where he or she has submitted bid offers but bid results have not been confirmed by the client. *Refer to Annexure J.* This is not an elimination factor, but important for the department to make a decision.
17. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

### **STAGE 2: EVALUATION POINTS ON PRICE AND B-BBEE/ PPPFA REGULATIONS OF 2017**

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations of 2017

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>B-BBEE</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:**

18. The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

5.7.3 The procedure for the evaluation of responsive tenders is **Method 2** ( Compliance , Price and Preference)

5.8 **Tender offers will only be accepted if:**

	<p>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</p> <p>b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</p> <p>c) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>d) the preferred bidder will be required to submit an approved insurer undertaking to provide the Public Liability Insurance, Works Insurance and other applicable insurances.</p> <p>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>f) the tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>i) the bidder must be duly completed and signed the <b>SBD 4</b>. Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non-responsive. No second chance will be afforded to a bidder to come and complete or sign an information.</p> <p>j) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</p> <p>k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>l) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>m) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>n) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>o) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>p) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>q) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>r) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>• .....</li> <li>• .....</li> </ul>

T.2.1	<b>A. List of returnable documents</b>
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>• Appropriate Professional Registration category suitable for the works (as stated in 4.1).</li> <li>• The Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references.</li> </ul>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>• Record of Addenda to Tender Documents</li> <li>• Proposed amendments and qualifications</li> <li>• Compulsory Enterprise Questionnaire</li> <li>• SBD 1, 4, SBD 6.1 and Compulsory Declarations forms</li> <li>• Form of Offer and Acceptance</li> <li>• Final Summary of Bills of Quantities</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b></p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>• And original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see <a href="http://www.sanas.co.za/directory/bbee_default.php">www.sanas.co.za/directory/bbee_default.php</a>) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is a EME or QSE can submit a duly signed a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths.</li> <li>• In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.</li> <li>• A CSD Report of a consultant with valid and correct information.</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b></p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <b><u>proof of such authorization</u></b> shall be included in the Tender.</p> <p><b><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by tenderers</b></p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a tender to a person -</p> <p>a) who is in the service of the state; or</p>

	<p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>c) a person who is an advisor or consultant contracted with the Department or municipal entity.</p> <p><b>In the service of the state</b> means to be -</p> <p>a) a member of:- any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces;</p> <p>d) a member of the board of directors of any municipal entity;</p> <p>e) an official of any Department or municipal entity;</p> <p>f) an employee of any national or provincial department;</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including</p> <p>- a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) The amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b></p> <p>The employer will respond to requests for clarification up to <b>2 (two) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b></p> <p>Tenders will be opened immediately after the closing time for tenders.</p>
12	<p><b>Scoring quality / functionality</b></p> <p>N/A</p>
13	<p><b>Cancellation and re-invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes or documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b>; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>

## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for bid evaluation purposes

- Record of addenda issued (Only if addenda is issued)
- Bid Document (This Document must be submitted in its original format)
- Form of offer and Acceptance (fully completed and signed)
- SBD 4- Declaration of Interest(fully completed and signed)
- Declaration: Validity of Information Provided
- Resolution to Sign (if applicable)
- Declaration of Employees of the State or other State Institutions.
- Proof of CIDB Registration of **4ME or Higher**
- **SBD 3.2: Price Adjustments**

### 2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)

### 3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1, 3.2
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths(**Annexure B**)

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS</b>					
BID NUMBER:	SCMU3-22/23 – 0687- NMA	CLOSING DATE:	08 February 2023	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY, COMMISSIONION OF KITCHEN EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE K.D BUILDING GROUND FLOOR MTHATHA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mrs Mfenguza		CONTACT PERSON	Mrs Mfenguza	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	acquisitions-nmah@echealth.gov.za		E-MAIL ADDRESS	indiphile.quluba@echealth.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
VERIFICATION CERTIFICATE			SWORN AFFIDAVIT		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

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:

.....  
 .....

---

<sup>1</sup> 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.

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE,

TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80 will be applicable to this bid .

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the bid documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....  
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....  
ADDRESS .....  
.....  
.....

# ***ANNEXURES***

# ***ANNEXURE A***

***VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE  
CERTIFICATE***

***(IF APPLICABLE, ATTACH HERE)***

# ***ANNEXURE B***

## **SWORN AFFIDAVIT**

**(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)**

**NB:CHOOSE ONE i.e EME or QSE!!!!)**

**B**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that

3. I hereby declare under Oath that:

☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the

Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of Date:.....Month:.....Year:....., the annual Total Revenue was equal to/or less than R10, 000,000.00 (ten Million Rands or less),

☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)**

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
    - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
    - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.  
Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through NMAH offices (Supply Chain Offices)
3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

## **SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –  (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:

- ☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of Date: ..... Month:.....Year:.....,

the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).

- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)**

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
  - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
  - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.  
Details are available on:  
[www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

# **ANNEXURE C**

***PROOF OF REGISTRATION ON THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE (CSD  
REPORT)***

(ATTACH HERE)

**ANNEXURE D**  
***VALID CIDB CERTIFICATE OF A BIDDER***  
**(ATTACH HERE)**

**ANNEXURE E**  
***CAPACITY OF THE BIDDER AND QUALIFICATIONS***  
**(ATTACH HERE)**

## CAPACITY OF THE BIDDER

<b>PROJECT TITLE</b>	<b>SUPPLY AND DELIVERY COMMISSIONION OF KITCHEN EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36 MONTHS</b>
<b>SCMU NUMBER</b>	<b>SCMU3-22/23 – 0292 - NMA</b>
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Employees: (Employees to be ,or are ,employed for this project</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Team Leader / Key Personal		
	Project Manager		
	Senior Technologists		
	Technologists		
	Technicians		
	Candidates		
	Others		
<p>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.</p>			
<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise Name:</b> .....			

# **ANNEXURE F**

## ***RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS***

## F

### RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

The description of each project must include the following information:

1. Essential introductory information:
  - 1.1. Name of project.
  - 1.2. Name of client.
  - 1.3. Contact details of client.
  - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
  - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

***Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed                   -----                   Date                   -----

Name                   -----                   Position                   -----

*Enterprise name*                   -----

## **PART C1 AGREEMENTS AND CONTRACT DATA**

---

- C1.1 Form of Offer and Acceptance**
- C1.2 General Conditions of Contract**
- C1.3 CIDB Adjudicator's Agreement**

## C1.1- Form of Offer and Acceptance

### Annex C

(normative)

#### FORM OF OFFER AND ACCEPTANCE

Project title	SUPPLY AND DELIVERY COMMISSIONION OF KITCHEN EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36 MONTHS
SCMU number	SCMU3 - 22/23 – 0687- NMA

#### OFFER

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

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

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

**THE OFFERED TOTAL OF THE PRICES + DISRBUSEMENTS + INCLUSIVE OF VALUE ADDED TAX AND MINUS ALL DISCOUNTS IS:**

.....  
.....Rand (in words);

R .....(in figures) (or other suitable wording)

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

Signature(s) .....

Tender'sName(s) .....

Authorized Person  
(Names .....

Address of the Tenderer: .....

Witnesses (Signatures): .....

1. .... Date: .....

2. .... Date: .....

#### ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with

the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work.

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature .....  
Name .....  
Capacity .....  
**for the**  
**Employer** .....  
(Name and address of organization)  
Name and signature  
of witness ..... Date .....

#### **Schedule of Deviations**

1 Subject .....

Details .....

2 Subject .....

Details .....

3 Subject .....

Details .....

4 Subject .....

Details .....

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/ quotation 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.

## **PART C1.2 CONTRACT DATA**

### **GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning,

provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.

- 1.25 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.

- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

### **8.1 All pre-bidding testing will be for the account of the bidder.**

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## **14. Spare parts**

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and

- 2) in the event of termination of production of the spare parts:
- a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. **Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## 16. **Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price

## **19. Contract amendments**

19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **20. Assignment**

20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **21. Subcontracts**

21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

## **22. Delays in the provider's performance**

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

## **23. Penalties**

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **24. Termination For Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping And Counter-Vailing Duties And Rights**

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or

countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Termination For Insolvency**

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

## **28. Settlement Of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation Of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and

(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **30. Governing Language**

30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **31. Applicable Law**

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### **32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **33. TAXES AND DUTIES**

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer Of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### C1.3 CIDB Adjudicator's Agreement

This agreement is made on the ..... day of ..... between: .....  
..... (name of company / organisation) of .....  
..... (address) and .....  
..... (name of company / organization) of .....  
..... (address) (the Parties) and ..... (name) of .....  
..... (address)  
(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated ..... and known as.

.....  
and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
who warrants that he / she is duly  
authorised to sign for and on  
behalf of the first Party in the  
presence of

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
who warrants that he / she is duly  
authorised to sign for and behalf  
of the second Party in the  
presence of

SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_  
the Adjudicator in the presence of

Witness  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness:  
Name \_\_\_\_\_  
Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within ..... days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary

---

## **PART C2: PRICING DATA**

---

**C2.1 Pricing Instructions**

**C2.2 Pricing Schedule**

## C2.1 Pricing Instructions

Pricing Instructions mean the criteria as set out below, read together with all Parts of the contract document, which it will be deemed in the contract that the Tenderer has taken into account when developing his prices.

1. The bid is the refurbishment of an existing building.
2. The contractor shall
3. The rates, sums, percentage fees and prices in the Proposal are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described (design and construct) in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Where time-based rates are quoted, such shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
4. All other rates, sums, percentage fees or prices (as applicable) tendered in the Proposal shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.
5. Payments will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.

## C2.2 PRICING SCHEDULE

### PROJECT:

The proposal from the service provider shall be deemed to be full compensation for the work as specified. The offer includes the design, the health and safety plan, the supply of all materials, labour, supervision, tools, equipment, services and deliverables necessary to carry out and complete the **SUPPLY AND DELIVERY COMMISSIONION OF KITCHEN EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36 MONTHS.**

Further, the offer includes all transport, advertising, accommodation, safety, security, quality control, overheads, profit, risks, printing and escalation and incidental costs incurred for the successful completion of the work.

# **BILLS OF QUANTITIES**

**SCMU3-22/23-0687 - NMA**

# **NELSON MANDELA ACADEMIC HOSPITAL KITCHEN EQUIPMENT**

## **BILL NO.1: PRELIMINARY AND GENERAL**

ITEM	DESCRIPTION	UNIT	ESTIMATE QTY	Unit Rate	AMOUNT
1,1	Compliance with General Conditions of Contract: Insurances, Sureties, etc as outlined in the Principal Contractor's Preliminaries.				
	Fixed	Item	1		
	Value Related	Item	1		
	Time Related	Item	1		
1,2	Establish on Site and provision of buildings and storage facilities including de-establishment of site, cleaning and tidying up after completion of contract				
	Fixed	Item	1		
	Value Related	Item	1		
	Time Related	Item	1		
1,3	Tools and equipment, Communication, transport.				
	Fixed	Item	1		
	Value Related	Item	1		
	Time Related	Item	1		
1.4	Contract Management, Company overheads and supervision of the Works including attendance of site meetings.				
	Fixed	Item	1		
	Value Related	Item	1		
	Time Related	Item	1		
1.5	Liaison with Local Supply Authority, compliance with OSH Act, Local By-laws and any other statutory regulations	Item	1		
1.6	Provision for Training of Client's Representative(s) at "Practical Completion" and at "End of Defects Liability Period".	Item	1		
1.7	Compliance with the Health and Safety Regulations.	Item	1		
1.8	Final inspection of the works by an accredited representative and issuing of COC's including signing off of the Electrical and Mechanical installations	Sum	3		
<b>Total Carried forward to Summary Page</b>					

**BILL NO.2: SCHEDULED MAINTAINANCE FOR KITCHEN EQUIPMENT**

Item No	Description	Unit	Estimate Qty	Unit Rate	Total Amount
	<b>Scheduled Services : Annual Inspections, Scheduled Service and Report</b> Major service is done according to the detailed checklist and site information provided with this document. Rates must include labour to strip existing component, remove and replace faulty parts, assemble and commission.				
2,1	Bain Marie (3 & 5 Gastronomy)	No	9		
2,2	Mobile Food warming cabinet (16 pan)	No	3		
2,3	Food Warming Trolley (8 pan)	No	30		
2,4	Solid Top Electrical Range with Oven	No	3		
2,5	Open Burner Gas Range with Oven (6 and 4)	No	3		
2,6	Burner - Gas cooking table (4 and 6)	No	6		
2,7	Electrical tilting frying Pan (40 and 80L)	No	9		
2,8	Gas Tilting frying Pan (40L and 80L)	No	3		
2,9	Electrical Oil Jacketed Boiling Pan (135L and 225L)	No	12		
2,10	Direct Steam cooking Pot (150 - 250 L)	No	12		
2,11	Combi Oven ( 6 and 10 gastronomy)	No	6		
2,12	Electrically heated Bulk food trolley	No	3		
2,13	Hospital food service trolley (20 - 28 tray)	No	60		
2,14	Microwave Oven	No	3		
2,15	Vegetable Cutter	No	3		
2,16	Potato Peeler (1 - 3 phase)	No	3		
2,17	Band Saw	No	3		
2,18	Hydro boil (8 - 30 L)	No	9		
2,19	10 - 20 liter Mixer	No	3		
<b>TOTAL BILL NO. 2 CARRIED TO SUMMARY PAGE</b>					

**BILL NO.3: SCHEDULED MAINTAINANCE FOR KITCHEN EQUIPMENT**

Item No	Description	Unit	Estimate Qty	Unit Rate	Total Amount
	<b>Scheduled Services : Service, Inspections and Report on condition</b>				
3,1	Service, inspect and report on all necessary components required to reinstate the <b>cold room cooling system</b> and plant. ( <b>Recoil unit model</b> , refrigerant type - R22 Gas)	No	12		
3,2	Service, inspect and report on Freezer room Recoil type unit (3,8kW Split type refrigeration)	No	3		
3,3	Service, inspect and report on inline duct extraction fan with six (6) extraction disc valves on ceiling panels. Cleaning of grease on the disc valves and note that lifting mechanism to access 8metres double volume ceiling may be needed.	sum	3		
3,4	Service, inspect and report on extraction hood above the kitchen cooking area. Cleaning of grease on cooker hood grills	Sum	3		
3,5	Service, inspect and report on extraction Fans for cooking area and dishing area.	each	6		
3,6	Service, inspect and report on cooling system on the containerise freezer	each	3		
3,7	Allow a total sum of R500 000 to be used in HVAC equipment replacement. This amount will only be utilised when ordered by the engineer of the project.	Sum	1	R 500 000,00	R 500 000,00
<b>TOTAL BILL NO. 3 CARRIED TO FINAL SUMMARY</b>					

**BILL NO.4: REPLACEMENT OF KITCHEN EQUIPMENT**

Item No	Description	Unit	Estimate Qty	Unit Rate	Install Rate	Total Amount
	<b>Replace with the same or equal type as per the specification of each of the following items. This includes supply, install, test and commissioning</b>					
4,1	Supply and install Band Saw	No.	2			
4,2	40 L Electric Tilting Frying Pan	No.	1			
4,3	20 Gastronorm Combi Oven	No.	1			
4,4	135 L Electric Oil jacketed boiling pan	No.	1			
4,5	Food warming trolley (8 pan)	No.	2			
4,6	Bain Marie (5 Gastronorm pans)	No.	1			
4,7	150L Direct Steam cooking Pot	No.	1			
4,8	6 Burner - Gas cooking table	No.	1			
4,9	4 burner Solid Top Electrical Range with Oven	No	1			
4,10	Hydro boil (15 L)	each	1			
4,11	Supply and Install Automatic conveyor belt dishwashing system as per the details specification	No.	1			
	<b>Accessories</b>					
4,12	Vegetable Cutter	each	3			
4,13	Potato Peeler (1 - 3 phase)	each	3			
4,14	Toaster (Electric) 1,9kW	each	3			
4,15	Allow a total sum of R200 000 to be used in repairing kitchen equipment being serviced. This amount will only be used when ordered by the engineer of the project after service providers report.	Sum	1	R 200 000,00		R 200 000,00
	<b>TOTAL BILL NO. 4 CARRIED TO FINAL SUMMARY</b>					

**NELSON MANDELA ACADEMIC HOSPITAL KITCHEN EQUIPMENT****FINAL SUMMARY**

<b>BILL NO.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>1</b>	<b>BILL NO.1: PRELIMINARY AND GENERAL</b>	
<b>2</b>	<b>BILL NO.2: SCHEDULED MAINTAINANCE FOR KITCHEN EQUIPMENT</b>	
<b>3</b>	<b>BILL NO.3: REFRIGERATION, HEATING AND VENTILATION PLANT AND EQUIPMENT</b>	
<b>4</b>	<b>BILL NO.4: REPLACEMENT OF KITCHEN EQUIPMENT</b>	
	<b>SUB TOTAL 1</b>	
	<b>VAT @15%</b>	
	<b>Contract adjustment &amp; Contingences @8%</b>	
	<b>TOTAL AMOUNT TENDERED CARRIED FORWARD TO FORM OF OFFER</b>	

I, ....., on behalf of the Tenderer

..... advise that I have read and priced the installation in accordance with the specifications, drawings and schedules of quantities and that I have satisfied myself that no discrepancies exist between the documents and the various drawings.

TENDERER'S NAME / STAMP: .....

TENDERER'S SIGNATURE: .....

DATE: .....

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.  
 = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1.

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2.

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## **PART C3: SCOPE OF WORK**

**DETAILS SPECIFICATION FOR**  
**SUPPLY AND DELIVERY COMMISSIONION OF KITCHEN**  
**EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL**  
**IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36**  
**MONTHS**

## **SPECIFICATION**

Bid No.	
Bid Description	<b>SUPPLY AND DELIVERY COMMISSIONION OF KITCHEN EQUIPMENT FOR NELSON MANDELA ACADEMIC HOSPITAL IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR 36 MONTHS</b>

### **SCOPE OF WORKS**

The Nelson Mandela Academic Hospital (hereinafter NMAH) incorporates Bedford Orthopedic Unit (hereinafter BOU) and Sir Henry Elliot Hospital (hereinafter SHE).

Various kitchen equipment is installed in the main kitchens. It consists of a variety of industrial catering equipment required to prepare a variety of therapeutic meals to patients.

Most of the equipment is aged and beyond economical repair and the institution embarked on a phased approach to renew equipment.

The scope of works on this document pertains scheduled maintenance for Kitchen equipment (Ovens, tilting pans, Stoves, microwaves, freezer and steamer pipes). The qualified service provider will supply, deliver, installation, commissioning and repair all the equipment. Some items will be identified by the engineer as a priority and must be attended.

On this project, the service provider will be responsible to service the kitchen equipment and produce a full report on the status of the kitchen equipment. The Department of public works personnel together with the end user will grant go ahead in replacing the old equipment at the kitchen.

### **BACKGROUND**

The hospital has been visited by National Core Standard team that have condemned most of the equipment that is being used in the kitchen by Hospital as it is either old, damaged and danger to the people that are working there. The hospital has been given a period to maintain and replace all the kitchen equipment including steam pipelines for kitchen steam cooking equipment.

### **Detailed Specification.**

The following equipment was identified at the kitchen at Nelson Mandela Academic Hospital.

#### **1. Kitchen equipment**

The following kitchen equipment was identified as possibilities that will need replacement.

##### **1.1 Bain Marie (3 gastronorm pans)**

- **Material of manufacture**

- Bain Marie well manufactured from AISI type 304 CR-NI stainless steel
- Surround and closure panels 430 stainless steel
- Approximate Dimensions: 1105 x 750 x 910mm (H)
- Door Insulation – 15mm thick

- **Controls and Electrical requirements**

- Thermostatically controlled immersion element 0°C - 110°C with low water cut-out
- Pre-set thermostat 70°C (hot closet)
- Electrical Load: 5.5kW, 230/400V, 2 Phase, Neutral
- and Earth

- **General requirements**

- Swivel waste with gate valve fitted
- Complete with 3 x 1/1 GN pans inserts

## **1.2 Bain Marie (5 gastronorm pans)**

- **Material of manufacture**
  - Bain Marie well manufactured from AISI type 304 CR-NI stainless steel
  - Surround and closure panels 430 stainless steel
  - Approximate Dimensions: 1105 x 750 x 910mm (H)
  - Door Insulation – 15mm thick
- **Controls and Electrical requirements**
  - Thermostatically controlled immersion element 0°C - 110°C with low water cut-out
  - Pre-set thermostat 70°C (hot closet)
  - Electrical Load: 5.5kW, 230/400V, 2 Phase, Neutral and Earth
- **General requirements**
  - Swivel waste with gate valve fitted
  - Complete with 5 x 1/1 GN pans inserts

## **1.3 Mobile Food warming cabinet 16 pan**

- **Material of Manufacture**
  - All stainless steel construction – inner AISI 304 CR-NI stainless steel, outer 430 stainless steel
  - Insulated body and doors
- **Controls and electrical requirements**
  - Recirculating hot air blower and humidifier
  - Thermostatically controlled 0°C - 110°C
  - Electrical Load: 2kW, 230V, 1 Phase, Neutral and Earth
- **General requirements**
  - Heavy duty 125mm Ø castors
  - Removable racks for easy cleaning
  - Approximate Dimensions: 660 x 840 x 1725mm (H)
  - Capacity: 16 x 2/1GN x 25mm deep Gastronorm© trays **OR** 32 x 1/1GN pans **OR** wire grids

## **1.4 Food warming trolley (8 pan)**

- **Material of Manufacture**
  - Inner body AISI 430 CR-NI stainless steel, outer 430 stainless steel
  - Hygienic stainless steel construction
- **Controls and electrical requirements**
  - Thermostatically controlled
  - Electrical Load: 1.25kW, 230V, 1 Phase
- **General requirements**
  - Controlled humidity and temperature eliminates drying and reduces shrinkage, keeping food hot, moist and fresh
  - Fitted with constant visual temperature display
  - Capacity of 8 x 1/1 GN x 55mm pans OR grids
  - Humidified – hot humid air circulated by blower fan
  - Heavy duty castors – two with brakes
  - Easy clean construction, with removable interior fittings
  - Approximate Dimensions: 561 (W) x 651 (D) x 1037mm (H)

## **1.5 Solid Top Electrical Range with Oven**

- **Material of Manufacture**
  - External finish 430 stainless steel
- **Controls and electrical requirements**
  - Oven thermostatically controlled from 50°C - 300°C

- Plates on stove top controlled from 50°C - 250°C by three heat switches
- Electrical Load: 18kW, 400V, 3 Phase, Neutral and Earth
- **General requirements**
  - Heavy duty
  - Approximately 140 ± 5 L capacity aluminised steel oven with two grid shelves and three position runners
  - Stainless steel drop-down door, dead weight counter balanced

#### **1.6     Solid Top – 2 Solid Round Electrical Range with Oven**

- **Material of Manufacture**
  - External finish 430 stainless steel
- **Controls and electrical requirements**
  - Oven thermostatically controlled from 50°C - 300°C
  - 2 solid tops controlled by heavy duty three position switches
  - 2 solid round tops controlled by energy regulator
  - Electrical Load: 18kW, 400V, 3 Phase, Neutral and Earth
- **General requirements**
  - Heavy duty
  - Approximately 140 ± 5 L capacity aluminised steel oven with two grid shelves and three position runners
  - Stainless steel drop-down door, dead weight counter balanced

#### **1.7     6 Open Burner Gas Range with Oven**

- **Material of Manufacture**
  - External finish 430 stainless steel
- **Controls**
  - 6 burners and oven fitted with Adjustable burner flame
  - Individual pilot for each burner
  - Thermocouples and Flame failure safety device for all burners
- **General requirements**
  - Heavy duty
  - Approximately 140 ± 5 L capacity aluminised steel oven with two grid shelves and three position runners
  - Stainless steel drop-down door, dead weight counter balanced
  - Top and oven burner with pilot and flame failure safety device
  - Gas Rating: 192 000kJ/hr
  - Gas Pressure: LPG 2.7kPa
  - Gas Connection: 20mm BSP

#### **1.8     4 Open Burner Gas Range with Oven**

- **Material of Manufacture**
  - External finish 430 stainless steel
- **Controls**
  - 4 burners and oven fitted with Adjustable burner flame
  - Individual pilot for each burner
  - Thermocouples and Flame failure safety device for all burners
- **General requirements**
  - Heavy duty
  - Approximately 140 ± 5 L capacity aluminised steel oven with two grid shelves and three position runners
  - Stainless steel drop-down door, dead weight counter balanced
  - Top and oven burner with pilot and flame failure safety device
  - Gas Rating: 118 000kJ/hr

- Gas Pressure: LPG 2.7kPa
- Gas Connection: 20mm BSP

#### **1.9     4 x Burner – gas cooking table**

- **Material of manufacture**

- Floor stand type stainless steel with adjustable feet – Height approximately 1125mm
- Stainless steel front and sides, valve panel, front rail, backguard, grease

- **Controls**

- 4 burners fitted with Adjustable burner flame
- Individual pilot for each burner
- Thermocouples and Flame failure safety device for all burners

- **General requirements**

- Heavy duty
- Burner ratings of approximately 6.7kW (22.800 Btu/Hr)
- Top and oven burner with pilot and flame failure safety device
- Gas Rating: 91,200 kJ/hr

#### **1.10    6 x Burner – gas cooking table**

- **Material of manufacture**

- Floor stand type stainless steel with adjustable feet – Height approximately 1125mm
- Stainless steel front and sides, valve panel, front rail, backguard, grease

- **Controls**

- 6 burners fitted with Adjustable burner flame
- Individual pilot for each burner
- Thermocouples and Flame failure safety device for all burners

- **General requirements**

- Heavy duty
- Burner ratings of approximately 6.7kW (22.800 Btu/Hr)
- Top and oven burner with pilot and flame failure safety device
- Gas Rating: 136 800 kJ/hr

#### **1.11    40 L Electrical Tilting Frying Pan**

- **Material of manufacture**

- External finish stainless steel
- Pan manufactured from AISI 304 CR-NI stainless steel
- Sides integrally welded to a 10mm boiler plate base (mild steel)
- Mounted on stainless steel closed pedestals

- **Controls and electrical requirements**

- Heating by means of three incoloy sheathed elements clamped to the underside of the pan
- Thermostatically controlled from 50°C - 250°C
- Electrical Load: 7.5kW, 400V, 3 Phase, Neutral and Earth

- **General requirements**

- Heavy duty
- Spring-balanced lid with heat-resistant handle
- Complete GN pan for discharge/drain
- Pan suspended on trunnions with bushes providing smooth tilt operation by means of a worm and wheel mechanism
- Dimensions: Approximately 865 x 740 x 1290mm (H)
- Pan Interior: Approximately 630 x 450 x 180mm deep
- Pan Capacity: 40L ± 5 L

#### **1.12    40 L Gas Tilting Frying Pan**

- **Material of manufacture**
  - External finish stainless steel
  - Pan manufactured from AISI 304 CR-NI stainless steel
  - Mounted on stainless steel closed pedestals
  - Sides integrally welded to a 10mm boiler plate base (mild steel)
- **Controls**
  - Heating by means of gas nickel-plated steel burners
  - Snap-acting thermostat has a (50°C - 250°C) temperature range
- **General requirements**
  - Heavy duty
  - Spring-balanced lid with heat-resistant handle
  - Complete GN pan for discharge/drain
  - Pan suspended on trunnions with bushes providing smooth tilt operation by means of a worm and wheel mechanism
  - Dimensions: Approximately 865 x 740 x 1290mm (H)
  - Pan Interior: Approximately 630 x 450 x 180mm deep
  - Electronic igniter
  - Safety feature flame failure device
  - Gas Pressure: LPG 280mm H<sub>2</sub>O (2.8kPa)
  - Natural Gas: 200mm H<sub>2</sub>O (2kPa)
  - Heating Burner: Heated by two tube burner 28 000kJ/hr

#### **1.13 80 L Electrical Tilting Frying Pan**

- **Material of manufacture**
  - External finish stainless steel
  - Pan manufactured from from 2mm type AISI 304 CR-NI stainless steel
  - Sides integrally welded to a 10mm boiler plate base (mild steel)
  - Mounted on stainless steel closed pedestals
- **Controls and electrical requirements**
  - Heating by means of six incoloy sheathed elements clamped to the underside of the pan
  - Thermostatically controlled from 50°C - 250°C
  - Electrical Load: 15kW, 400V, 3 Phase, Neutral and Earth
- **General requirements**
  - Heavy duty pedestal mounted tilting frying pan
  - Spring-balanced lid with heat-resistant handle
  - Complete GN pan for discharge/drain
  - Pan suspended on trunnions with bushes providing smooth tilt operation by means of a worm and wheel mechanism
  - Dimensions: Approximately 1310 x 785 x 915 mm (H)
  - Pan Interior: Approximately 765 x 590 x 200 mm deep
  - Pan Capacity: 80L ± 5 L

#### **1.14 80 L Gas Tilting Frying Pan**

- **Material of manufacture**
  - External finish stainless steel
  - Pan manufactured from AISI 304 CR-NI stainless steel Stainless steel, 1.2mm thick lid with a cast iron pan between inner and burner
  - Mounted on stainless steel closed pedestals
  - Sides integrally welded to a 10mm boiler plate base (mild steel)
- **Controls**
  - Heating by means of gas nickel-plated steel burners
  - Snap-acting thermostat has a (50°C - 250°C) temperature range
- **General requirements**
  - Heavy duty
  - Spring-balanced lid with heat-resistant handle
  - Complete GN pan for discharge/drain

- Pan suspended on trunnions with bushes providing smooth tilt operation by means of a worm and wheel mechanism
- Dimensions: Approximately 1350 x 900 x 900mm (H)
- Pan Interior: Approximately 755 x 565mm x 160 mm deep
- Electronic igniter
- Safety feature flame failure device
- Gas Pressure: LPG 280mm H2O (2.8kPa)
- Natural Gas: 200mm H2O (2kPa)
- Heating Burner: Heated by two tube burner 58 600 kJ/hr
- Gas Pressure: LPG 2.7kPa (280mm H2O)
- Gas Connection: 20mm BSP

#### **1.15 135 L Electric Oil jacketed boiling pan**

- **Material of manufacture**
  - External finish stainless steel
  - Pan manufactured from from 2mm type AISI 304 CR-NI stainless steel
- **Controls and electrical requirements**
  - Heating by means of six incoloy sheathed elements clamped to the underside of the pan
  - Thermostatically controlled 50°C - 160°C – pre-set overriding thermostat 180°C
  - Electrical Load: 9kW, 400V, 3 Phase, Neutral and Earth
- **General requirements**
  - 135 L Inner pan, base and curb manufactured from 2mm type AISI 304 CR-NI stainless steel 40mm fibreglass insulation
  - Oil Jacket Capacity: 36L
  - Spring-balanced lid with safety handle
  - Fitted with breather tube, oil filler pipe, oil drain valve and chrome plated draw-off cock
  - Stainless steel clad immersion elements

#### **1.16 135 L Gas Oil jacketed boiling pan**

- **Material of manufacture**
  - External finish stainless steel
  - Pan manufactured from from 2mm type AISI 304 CR-NI stainless steel
- **Controls**
  - Thermostatic temperature control
  - Thermostatically controlled 50°C - 160°C – pre-set overriding thermostat 180°C
- **General requirements**
  - 135 L Inner pan, base and curb manufactured from 2mm type AISI 304 CR-NI stainless steel 40mm fibreglass insulation
  - Oil Jacket Capacity: 36L
  - Spring-balanced lid with safety handle
  - Fitted with breather tube, oil filler pipe, oil drain valve and chrome plated draw-off cock
  - Flame failure safety device
  - Safety overriding thermostat
  - Tubular burners

#### **1.17 225 L Electric Oil jacketed boiling pan**

- **Material of manufacture**
  - External finish stainless steel
  - Pan manufactured from from 2mm type AISI 304 CR-NI stainless steel
- **Controls and electrical requirements**
  - Heating by means of six incoloy sheathed elements clamped to the underside of the pan
  - Thermostatically controlled 50°C - 160°C – pre-set overriding thermostat 180°C
  - Electrical Load: 18 kW, 400V, 3 Phase, Neutral and Earth
- **General requirements**
  - 225 L Inner pan, base and curb manufactured from 2mm type AISI 304 CR-NI stainless steel 40mm fibreglass insulation
  - Oil Jacket Capacity: 60 L
  - Spring-balanced lid with safety handle

- Fitted with breather tube, oil filler pipe, oil drain valve and chrome plated draw-off cock
- Stainless steel clad immersion elements

#### **1.18 225 L Gas Oil jacketed boiling pan**

- **Material of manufacture**
  - External finish stainless steel
  - Pan manufactured from 2mm type AISI 304 CR-NI stainless steel
- **Controls**
  - Thermostatic temperature control
  - Thermostatically controlled 50°C - 160°C – pre-set overriding thermostat 180°C
- **General requirements**
  - 135 L Inner pan, base and curb manufactured from 2mm type AISI 304 CR-NI stainless steel 40mm fibreglass insulation
  - Oil Jacket Capacity: 60 L
  - Spring-balanced lid with safety handle
  - Fitted with breather tube, oil filler pipe, oil drain valve and chrome plated draw-off cock
  - Flame failure safety device
  - Safety overriding thermostat
  - Tubular burners

#### **1.19 150 L DIRECT STEAM PHUTU COOKING POT**

- **Material of manufacture**
  - 304 Stainless steel
- **Controls, safety features, steam- and electrical requirements**
  - control box, welded to the rim to house the water and steam connections with a water valve and a steam inlet regulating globe valve.
  - A pressure gauge, on the front of the control box, to indicate the pressure inside the jacket.
  - Stainless Steel pressure safety valve (factory-set)
  - Safety catch is fitted to the lid hinge to lock the lid in the open position to protect the operator while cleaning the inside of the unit.
  - An overflow fitted to the pot
  - Steam inlet valve, complete with ball valve, and pipe connection 20 NB (3/4") to serve as an inlet for the supply of steam to the jacket (from a central external boiler, etc.). The steam globe valve regulates the steam supply. Condensate is removed from the bottom of the steam jacket with a built-in thermostatic steam trap. The condensate outlet 15 NB (1/2") is mounted underneath the pot.
- **General requirements**
  - Pot hemi-spherically shaped and approximately
  - 75% of the height is jacketed
  - Counter balanced spring loaded hinged, domed lid is welded to the side
  - Rolled pipe welded to the rim for strength and the unit is supported on four legs fitted with adjustable feet for leveling and bolting to the floor.
  - Loose strainer plate that fits inside the outlet
  - Bottom of the pot fitted with a 1 1/4" schedule 10 side outlet pipe with an 1 1/4" one piece full-port ball valve (ID 31.5mm).
  - The valve is hand lever operated and a step is welded above the ball valve for protection.
  - The pot will have a polished mirror finish on the outside.
  - The steam jacket working pressure of 230 kPa (2.3 bar), and unit to withstand test pressure 345 kPa (3.45 bar)
  - Design and construction to comply with ASME VIII code Division 1: Boilers & Pressure Vessels Code and conforms to the requirements of the "Pressure Equipment Regulations, No. R. 734" of the Occupational Health and Safety Act (Act No. 85). The pot is categorized and classified in terms of Figure 1, Graph for vessels – Dangerous gasses of SANS 347 as a Hazard Category I. A certificate of conformity must be supplied with the equipment from the manufacturer.
  - Working Volume: 150 litres
  - Design Pressure: 230 kPa / 136.9°C (2.3 bar)

- Max. Operating Pressure: 220 kPa / 135.9°C (2.2 bar)
- Test Pressure: 345 kPa (3.45 bar)
- Steam Jacket Volume: 0.0123 m<sup>3</sup>
- Approx. Steam Consumption: Ave 30 kg/h
- Max 60 kg/h
- Water Supply Connection: 15mm Copper Pipe (MAX 6 bar)
- Steam Supply Connection: 20mm (¾") Steam Pipe
- Condensate Connection: 15mm (½") Steam Pipe
- Complete with air vent fitted to pot

#### **1.20 250 L DIRECT STEAM PHUTU COOKING POT**

- **Material of manufacture**
  - 304 Stainless steel
- **Controls, safety features, steam- and electrical requirements**
  - control box, welded to the rim to house the water and steam connections with a water valve and a steam inlet regulating globe valve.
  - A pressure gauge, on the front of the control box, to indicate the pressure inside the jacket.
  - Stainless Steel pressure safety valve (factory-set)
  - Safety catch is fitted to the lid hinge to lock the lid in the open position to protect the operator while cleaning the inside of the unit.
  - An overflow fitted to the pot
  - Steam inlet valve, complete with ball valve, and pipe connection 20 NB (¾") to serve as an inlet for the supply of steam to the jacket (from a central external boiler, etc.). The steam globe valve regulates the steam supply. Condensate is removed from the bottom of the steam jacket with a built-in thermostatic steam trap. The condensate outlet 15 NB (½") is mounted underneath the pot.
- **General requirements**
  - Pot hemi-spherically shaped and approximately
  - 75% of the height is jacketed
  - Counter balanced spring loaded hinged, domed lid is welded to the side
  - Rolled pipe welded to the rim for strength and the unit is supported on four legs fitted with adjustable feet for leveling and bolting to the floor.
  - Loose strainer plate that fits inside the outlet
  - Bottom of the pot fitted with a 1 ¼" schedule 10 side outlet pipe with an 1 ¼" one piece full-port ball valve (ID 31.5mm).
  - The valve is hand lever operated and a step is welded above the ball valve for protection.
  - The pot will have a polished mirror finish on the outside.
  - The steam jacket working pressure of 200 kPa (2.0 bar), and unit to withstand test pressure 300 kPa (3.0 bar)
  - Design and construction to comply with ASME VIII code Division 1: Boilers & Pressure Vessels Code and conforms to the requirements of the "Pressure Equipment Regulations, No. R. 734" of the Occupational Health and Safety Act (Act No. 85). The pot is categorized and classified in terms of Figure 1, Graph for vessels – Dangerous gasses of SANS 347 as a Hazard Category I. A certificate of conformity must be supplied with the equipment from the manufacturer.

#### **1.21 6 gastronorm Combi Oven**

- **Material of manufacture**
  - External and internal finish stainless steel
- **Controls and electrical requirements**
  - Total Electric Power: 7.75kW
  - Fan Power: 0.25kW
  - Power Supply Voltage: 3N AC, 400V, 50Hz
- **General requirements**
  - Retractable built-in 5L water tank
  - Cavity Capacity: [GN] 6x1/1
  - Distance between layers 60mm
  - Timer up to 60 minutes

### **1.22 10 gastronorm Combi Oven**

- **Material of manufacture**
  - External and internal finish stainless steel
- **Controls and electrical requirements**
  - Total Electric Power: 15.5kW
  - Fan Power: 0.5kW
  - Power Supply Voltage: 3N AC, 400V, 50Hz
- **General requirements**
  - Water connection
  - Cavity Capacity: [GN] 10x1/1
  - Distance between layers 60mm
  - Timer up to 60 minutes

### **1.23 Electrically heated Bulk Food Trolley**

- **Material of manufacture**
  - Pan AISI 304 CR-NI grade stainless steel
  - Outer 430 stainless steel
  - 
  - External and internal finish stainless steel
- **Controls and electrical requirements**
  - Power Supply Voltage: single phase AC, 230V, 50Hz (15 Amp plug)
  - Electric control by On/Off Switch and indicator lamps to Bain Marie and heated storage compartment
- **General requirements**
  - Fully insulated body
  - 150L capacity
  - Drain facility with valve
  - Heavy duty castors (2 x fixed, 2 x swivel)
  - Cord wrap fitted
  - Two 1/1 GN stainless steel lids

### **1.24 Hospital Food Service Trolley**

- **Material of manufacture**
  - Stainless steel and aluminium construction
  - Pan AISI 304 CR-NI grade stainless steel
  - Outer 430 stainless steel
  - External and internal finish stainless steel
- **Controls and electrical requirements**
  - Electrical Load: 1.5kW, 220V, 50Hz, 1 Phase, Neutral
  - and EarthElectric control by On/Off Switch and indicator lamps to Bain Marie and heated storage compartment
- **General requirements**
  - Dry well thermostatically controlled
  - Heated and unheated storage compartments
  - PVC bumper rail around top working level
  - Storage compartments insulated with tip-up doors
  - Complete with inserts and lids

### **1.25 Hospital Ward Service Trolley: 20 tray**

- **Material of manufacture**
  - The top of the unit is constructed of 1.2mm 430 stainless steel, the base 1.6mm 430 stainless steel, the doors 1.2mm 430 stainless steel and the side and back panels 1.2mm 430 stainless steel
  - The unit is supplied with stainless steel handles on the side panels, retractable doors, stainless steel tray rail along the top of the unit, push button handles and runners to accommodate 525mm deep x 380mm wide trays Outer 430 stainless steel
  - External and internal finish stainless steel
- **Controls and electrical requirements**

- Each compartment must be heated by means of a 1.2kW element and controlled by a pre-set thermostat set at 70°C, with an On/Off switch. Total electrical loading 2.50 Kw 230V, 50Hz, 1 Phase, Neutral and Earth for the two compartments.
- **General requirements**
  - The door opening is 850 x 1170mm and the castors are 200mm diameter
  - The unit must accommodate 20 trays
  - Two separate, fan assisted humidified units, each electrically heated and thermostatically controlled.
  - The unit fitted with 160mm rubber tyred castors, two fixed, two swivel with bumpers fitted to both ends

#### **1.26 Hospital Ward Service Trolley: 28 tray**

- **Material of manufacture**
  - The top of the unit is constructed of 1.2mm 430 stainless steel, the base 1.6mm 430 stainless steel, the doors 1.2mm 430 stainless steel and the side and back panels 1.2mm 430 stainless steel
  - The unit is supplied with stainless steel handles on the side panels, retractable doors, stainless steel tray rail along the top of the unit, push button handles and runners to accommodate 525mm deep x 380mm wide trays Outer 430 stainless steel
  - External and internal finish stainless steel
- **Controls and electrical requirements**
  - Each compartment must be heated by means of a 1.2kW element and controlled by a pre-set thermostat set at 70°C, with an On/Off switch. Total electrical loading 2.50 Kw 230V, 50Hz, 1 Phase, Neutral and Earth for the two compartments.
- **General requirements**
  - The door opening is 850 x 1170mm and the castors are 200mm diameter
  - The unit must accommodate 28 trays
  - Two separate, fan assisted humidified units, each electrically heated and thermostatically controlled.
  - The unit fitted with 160mm rubber tyred castors, two fixed, two swivel with bumpers fitted to both ends

#### **1.27 Microwave Oven**

- **Material of manufacture**
  - Stainless steel interior and exterior
- **Controls and electrical requirements**
  - Output power 1000 W and 1600 W power consumption
  - 230V, 50Hz, 1 Phase, Neutral and Earth
- **General requirements**
  - 30 L capacity with 20 programs and 5 power levels

#### **1.28 VEGETABLE CUTTER**

- **Material of manufacture**
  - Stainless steel interior and exterior
- **Controls and electrical requirements**
  - Electrical Load: One-speed, 0.75kW
  - 230V, 50Hz, 1 Phase, Neutral and Earth
- **General requirements**
  - The unit must be capable of Slicing, dicing, shredding, grating, making julienne and potato chips
  - Fast and easy processing
  - Continuous bulk feeding
  - Continuous oriented slicing with a capacity of 12 kg/minute
  - Unit to be complete with vegetable prep attachment, cutting discs and container trolley

#### **1.29 Potato Peeler (3 phase)**

- **Material of manufacture**
  - Stainless steel
- **Controls and electrical requirements**
  - Electrical Load: 1.5kW, 400V, 3 Phase

- **General requirements**
    - Operated with a reductor system. Timer stops the machine automatically when scheduled time is over
    - • HACCP compliant
    - • Evacuation from the front of unit
    - • Stabilised feet
    - The unit must be capable peels 30kg potatoes per minute
- 1.30 Potato Peeler (single phase)**
- **Material of manufacture**
    - Stainless steel
  - **Controls and electrical requirements**
    - Electrical Load: 1.5kW, 230V, 50Hz, 1 Phase, Neutral and Earth
  - **General requirements**
    - Operated with a reductor system. Timer stops the machine automatically when scheduled time is over
    - • HACCP compliant
    - • Evacuation from the front of unit
    - • Stabilised feet
    - The unit must be capable peels 30kg potatoes per minute
- 1.31 Meat Slicer**
- **Material of manufacture**
    - Stainless steel/Cast Aluminium
  - **Controls and electrical requirements**
    - Electrical Load: 180 W, 230V, 50Hz, 1 Phase, Neutral and Earth
  - **General requirements**
    - Slice thickness adjustable 0-14 mm
    - Blade diameter 275 mm
    - Cut capacity 170 x 190 mm
- 1.32 Toaster (Electric)**
- **Material of manufacture**
    - Stainless steel
  - **Controls and electrical requirements**
    - Electrical Load: 1.9 kW, 230V, 50Hz, 1 Phase, Neutral and Earth
  - **General requirements**
    - Serve slices from both back and front
    - Adjustable top and bottom heat controls
    - Adjustable toaster levels
    - Easy cleaning
    - Variable speed conveyor belt
    - Up to 420 slices per hour
- 1.33 4 LHydroboil**
- **Material of manufacture**
    - Interior and exterior 304 Stainless steel
  - **Controls and electrical requirements**
    - Electrical Load: 1.2 kW, 230V, 50Hz, 1 Phase, Neutral and Earth
  - **General requirements**
    - Safe and hygienic, easy to clean and maintain
    - LED temperature display
    - Automatic water refill
    - Layered heating system
    - 1 spring-loaded tap
- 1.34 8 LHydroboil**
- **Material of manufacture**
    - Interior and exterior 304 Stainless steel
  - **Controls and electrical requirements**
    - Electrical Load: 1.5 kW, 230V, 50Hz, 1 Phase, Neutral and Earth
  - **General requirements**

- Safe and hygienic, easy to clean and maintain
- LED temperature display
- Automatic water refill
- Layered heating system
- 1 spring-loaded tap

#### **1.35 15 LHydroboil**

- **Material of manufacture**
  - Interior and exterior 304 Stainless steel
- **Controls and electrical requirements**
  - Electrical Load: 3 kW, 230V, 50Hz, 1 Phase, Neutral and Earth
- **General requirements**
  - Safe and hygienic, easy to clean and maintain
  - LED temperature display
  - Automatic water refill
  - Layered heating system
  - 2 spring-loaded taps

#### **1.36 30 LHydroboil**

- **Material of manufacture**
  - Interior and exterior 304 Stainless steel
- **Controls and electrical requirements**
  - Electrical Load: 3 kW, 230V, 50Hz, 1 Phase, Neutral and Earth
- **General requirements**
  - Safe and hygienic, easy to clean and maintain
  - LED temperature display
  - Automatic water refill
  - Layered heating system
  - 2 spring-loaded taps

#### **1.37 Band Saw**

- **Material of manufacture**
  - AISI 304 CR-NI stainless steel work surfaces, carriage track and lower wheel door
  - Head, body and base constructed of 304/430 stainless steel bead blasted
  - Stainless steel working surfaces
- **Controls and electrical requirements**
  - Electrical motor Load: 1.5kW, 400V, 3 Phase, Neutral and Earth
- **General requirements**
  - Hygienically designed for ease of cleaning
  - Auto brake instant stop (two second delay)
  - Upper wheel assembly, table top and carriage removable for cleaning
  - Doors removable for cleaning
  - Safety cut-out switch
  - Pedestal Band saw
  - Safe and hygienic, easy to clean and maintain
  - Stainless Steel Table: 920mm long x 445mm deep x 920mm minimum height from floor.
  - Cutting Clearance: 415mm vertical x 325mm horizontal

#### **1.38 10 litre mixer**

- **Material of manufacture**
  - Cast Aluminium/Stainless steel
- **Controls and electrical requirements**
  - Electrical Load: 0.5 kW, 230V, 50Hz, 1 Phase, Neutral and Earth
- **General requirements**
  - Capacity 10 L
  - Planetary transmission at high speed
  - Three attachments to suit most confectionery requirements
  - Gear configuration
  - Three fixed speeds
  - Easy to operate
  - Low noise and power saving

### **1.39 20 litre mixer**

- **Material of manufacture**
  - Cast Aluminium/Stainless steel
- **Controls and electrical requirements**
  - Electrical Load: 1.1 kW, 230V, 50Hz, 1 Phase, Neutral and Earth
- **General requirements**
  - Capacity 20 L
  - Planetary transmission at high speed
  - Three attachments to suit most confectionery requirements
  - Gear configuration
  - Three fixed speeds
  - Easy to operate
  - Low noise and power saving
  - Working Volume: 250 litres
  - Design Pressure: 200 kPa / 133.7°C (2.0 bar)
  - Max. Operating Pressure: 190 kPa / 132.5°C (1.9 bar)
  - Test Pressure: 300 kPa (3.0 bar)
  - Steam Jacket Volume: 0.0163 m<sup>3</sup>
  - Approx. Steam Consumption: Ave 55 kg/h
  - Max 75 kg/h
  - Water Supply Connection: 15mm Copper Pipe (MAX 6 bar)
  - Steam Supply Connection: 20mm (¾") Steam Pipe
  - Condensate Connection: 15mm (½") Steam Pipe
  - Complete with air vent fitted to pot

## **2. GAS STOVE - 1,000 mm LONG**

### **1 GENERAL**

- 1.1 The gas range shall be of the solid top type single oven having one or more burners under the top and shall be suitable for use with either LP gas or town gas, group G6, without major burner alterations.
- 1.2 The exterior cladding may be finished off in stainless steel or baked enamel, stainless steel being preferred. The unit shall be fitted with four removable stainless steel legs, 150 mm long, adjustable for levelling. The legs shall screw into dimpled stainless steel plates on the main frame which will also act as floor pad in cases where the unit has to be mounted on a raised concrete plinth and the legs have to be removed. The burners shall have adjustable or replaceable nozzles for LP gas and town gas. Each burner shall be equipped with a pilot flame for automatic ignition.

### **2 MODULE**

The unit should preferably be designed as a cooking block module, having a standard height above floor level and depth of 900 mm and 900 mm respectively.

### **3 FINISH**

Stainless steel shall have a coarse directional satin finish.

### **4 GAS PIPEWORKS AND FITTINGS**

All gas-carrying parts of an assembled unit shall be of good quality. Gas taps that form part of the assembly, castings that are intended to carry gas under pressure and all joints, shall be capable of withstanding an internal gas pressure of 15 kPa. When

a unit is tested in accordance with SANS 51854, the gas supply line and all its components (joints, valves, etc.) shall show no sign of leakage.

## **5 PILOT BURNER AND FLAME FAILURE DEVICE**

5.1 Each burner shall be fitted with a pilot burner to ignite the gas at the main burner(s) and with a flame failure so designed that in the event of the size of the pilot flame diminishing or the pilot light extinguishing, the device will stop the supply of gas to the main burner(s). The pilot burner shall be such that it will not produce soot, an unacceptable smell, or any discoloration of any external surface.

5.2 It shall be suitably protected from diminution of flame size or extinction of flame by draughts, overheating, condensation and other causes. The pilot light shall be capable of being easily and safely lit. If more than one burner is controlled by one control valve or safety device, the individual burners shall be so interconnected as to ensure that each burner is lighted when the control valve is opened and extinguished when the control valve is closed or the safety device operates.

## **6 IGNITION**

When a unit is operated in accordance with manufacturer's instructions (both from the cold and from the heated condition), but with the gas pressure reduced from the operating pressure to 50% of that pressure, the ignition of the main burner(s) shall be satisfactory and the pilot flame shall be stable.

## **7 VENTILATION**

Provision shall be made in all gas-heated units for an acceptably designed flue outlet that provides ventilation adequate to ensure optimum flame performance and the disposal of the products of combustion. The design and position of the flue outlets shall be such that no staining of surfaces near the unit (such as the walls and ceiling of a room in which the unit is used) is caused. In the case of a unit that is to be ventilated to the outside air, a draught diverter shall be fitted. Ventilation pipes shall be of corrosion resistant material.

## **8 DELIVERY AND INSTALLATION**

8.1 The supplier shall arrange for delivery to site, unloading and protection of the equipment against deterioration due to the weather. He shall provide all his own staff, tools and equipment to unload and store the equipment.

8.2 The supplier shall transport to site and install the machine ready for operation on foundations specified and provided by him together with all necessary connections to the gas supply. The supplier shall undertake to adequately provide his own installation staff with all the tools, equipment, training and literature necessary to install the equipment covered under this contract.

8.3 The installation of the new machine shall under no circumstances, in any way, interfere with the production of the kitchen.

## **9 TECHNICAL TRAINING**

Technical training shall be provided to the technical staff concerned. Course details shall be discussed by the successful Tenderer with the Engineer and shall preferably be presented at the site and may include the handing over of video material.

## **10 DOCUMENTATION**

### **10.1 Operators Manuals**

These shall be supplied in duplicate.

### **10.2 Maintenance/Repair Manuals**

One (1) set shall be supplied and they shall be in accordance with requirements laid down in the "Additional Conditions of Tender".

## **11 FITTINGS**

All fittings must be of a make and type available from established agents.

## **3. DISHWASHING SYSTEM - AUTOMATIC CONVEYOR BELT TUNNEL**

### **1 GENERAL**

This specification deals with the supply, delivery to site, unloading, moving to erection site, erection, testing, commissioning, demonstration and handing over in working order, an automatic conveyor belt dishwashing system.

### **2 CAPACITY**

2.1 The maximum load will be 2000 settings.

2.2 Each setting will consist of:

- 1x Continental sized china dinner plate.
- 1x Eutectic filled stainless steel base for the dinner plate.
- 1x Stainless steel dinner plate lid.
- 1x China side plate.
- 1x China soup bowl.
- 1x Stainless steel soup bowl lid.
- 1x Laminate tray (Veskanorm 530 x 375mm).

2.3 The washing time should not exceed 1.5 hours.

2.4 The listed items shall be fully washed and dried in the stipulated time.

### **3 CONSTRUCTION**

The tanks, hoods, doors, strainers, spray-arms, pumps and all exterior sheet metalwork shall be of kitchen quality stainless steel.

3.2 Mild steel sections shall be galvanised against corrosion.

- 3.3 Where machine assembly sections are bolted together, water guide troughs, water baths, etc., shall be sealed and capped to prevent leakage of water
- 3.4 It shall be possible to separate all assemblies.
- 3.5 It shall be easy for the operator to remove food residue sieve baskets for cleaning.
- 3.6 The water spray nozzles shall be directionally adjustable, be easy to remove for cleaning and shall be large enough to minimize blockage.
- 3.7 The wash arms shall be adjustable and be easy to remove and reassemble.
- 3.8 The overflow stand pipes shall be fitted with sieve type skimmer caps.
- 3.9 It shall not be possible for small metal items to enter the suction side of any pump.
- 3.10 Each wash compartment shall be fitted with at least one large cleaning door.
- 3.11 The structure shall not leak water or steam.

#### **4 STEAM**

The machine shall consist of the following sections or combinations thereof:

- 4.1 A loading section which shall not be less than one meter in length.
- 4.2 A pump assisted pre-wash.
- 4.3 One or two pump-assisted main washes.
- 4.4 Rinse wash, pump assisted.
- 4.5 Final rinse with fresh water.
- 4.6 Drying section.
- 4.7 Unloading section, with final safety switch, which shall not be less than one meter in length.
- 4.8 Steam extractor system.
- 4.9 Heat recovery system.
- 4.10 Calorifier to boost final rinse water temperature from 50 to 80° C.

#### **5 CONVEYOR**

- 5.1 The conveyor shall move continuously.
- 5.2 The conveyor drive shall incorporate a slip clutch.
- 5.3 The belt shall be designed to facilitate replacement of individual parts, links and sections.

## **6 HEATING**

- 6.1 The rinse calorifier shall be steam heated.
- 6.2 Tank heating shall preferably be steam. An electrically heated tank will be considered as an alternative.
- 6.3 The drying section shall preferably be steam. An electrically heated drying section will be considered as an alternative.

## **7 LEGS**

- 7.1 The machine shall be fitted with robust, height adjustable and hygienically designed, stainless steel legs.
- 7.2 The legs shall have an adjustment range of about 50 mm.

## **8 WATER LEVEL AND DRAIN**

- 8.1 Water level control may be by means of electrodes or float level switch.
- 8.2 A manual quick-fill system shall be provided.
- 8.3 Each tank shall be fitted with a manual drain valve.

## **9 VALVES**

- 9.1 Valves should preferably be of the ball type.

## **10 PUMPS**

- 10.1 Each set of spray trees shall be supplied from a separate pump.
- 10.2 The pumps shall be of the self-priming, self-draining type.
- 10.3 The pump shall be Cr/N: steel.
- 10.4 Pump seals shall be of ceramic or carbon type.
- 10.5 The pump/motor sets shall be easy to remove.

## **11 HEATING**

- 11.1 The wash tanks shall preferably be steam. An electrically heated wash tank will be considered as an alternative.
- 11.2 Direct steam injection heating may be used only if the injector/mixer operates silently.
- 11.3 The wash water shall be maintained at  $60 \pm 8^{\circ}\text{C}$ .

## **12 CURTAINS**

- 12.1 Heavy duty, full length, PVC curtains shall be provided at the entrance and exit of the machine.
- 12.2 A curtain shall also be provided after each wash or rinse.
- 12.3 Curtains shall also be provided to guide the internal air flow.

### **13 RINSE**

Where, in his opinion, the mains water pressure is inadequate to ensure a proper rinse, it is the machine suppliers' responsibility to provide adequate proof to the Engineer, who, if satisfied, shall issue an instruction to install a booster pump unit. A separate price shall be submitted in the Schedule of Quantities, to allow for this expense.

### **14 DISPENSERS**

- 14.1 Provision shall be made for the fitting of an electrically operated liquid detergent dispenser, with conductivity cell to measure detergent concentration.
- 14.2 Provision shall be made for the supply and fitting of a rinse aid dispenser.

### **15 EXHAUST**

- 15.1 The machine shall be supplied with all the necessary ducting required to vent the machine to the outside of the building.
- 15.2 The ducting shall be of stainless steel or aluminium and shall be fully waterproof.
- 15.3 Waterproofing and/or soaker sheets shall be provided where the duct penetrates the roof sheeting or walled.

### **16 CONTROLS**

- 16.1 The main control box/panel shall be of stainless steel.
- 16.2 The control box/panel shall be located at the delivery end of the machine.
- 16.3 The control panel shall house the isolator, on-off switches, selectors and indicator lights.
- 16.4 The system shall be suitable for a  $415 \pm 10\text{V}$ , 3 phase, 5 wire, 50 Hz supply, with  $241 \pm 10\text{V}$ , 3 wire single phase.
- 16.5 Each control and light shall be clearly and indelibly marked as to function.
- 16.6 A wiring diagram shall be attached to the inside of the control panel. It shall be enclosed in a waterproof envelope.

### **17 DIAL THERMOMETERS**

- 17.1 A dial thermometer of at least 75 mm diameter shall be provided for each heated tank.

### **18 COMPONENTS**

18.1 All valves, fittings, electrical control gear, etc., shall be SANS approved.

## **19 FEEDER TABLES**

19.1 Tenderers are required to put forward layout and equipment suggestions for scraping systems, so that the washing machines may be used at the highest efficiency.

## **20 STANDARDS**

20.1 The unit shall comply with IEC.601 (BS.5724 Part 1).

20.2 The unit shall comply with the latest edition of the Occupational Health and Safety Act.

## **21 DELIVERY AND INSTALLATION**

21.1 The supplier shall arrange for delivery to site, unloading and protection of the equipment against deterioration due to the weather. He shall provide all his own staff, tools and equipment to unload and install the equipment

21.2 The supplier shall transport to site and unload the machine ready for operation on foundations specified and provided by him, together with all necessary connections to the steam line, the condensate return line and the electricity supply. The supplier shall undertake to adequately provide his own installation staff with all the tools, equipment, training and literature necessary to install the equipment covered under this contract.

21.3 The installation of the new machine shall under no circumstances, in any possible way, interfere with the production of the kitchen.

## **GENERAL SPECIFICATION AND CONTRACT**

### Contents

<a href="#"><u>DISHWASHING SYSTEM - AUTOMATIC CONVEYOR BELT TUNNEL</u></a> .....	78
<a href="#"><u>GENERAL DESCRIPTION OF THE WORKS</u></a> .....	83
<a href="#"><u>DESCRIPTION OF SITE</u></a> .....	83
<a href="#"><u>DETAILS OF THE CONTRACT</u></a> .....	83
<a href="#"><u>VEHICLES, PERSONNEL AND EQUIPMENT</u></a> .....	84
<a href="#"><u>PROJECT SPECIFICATIONS</u></a> .....	84

#### **1. GENERAL DESCRIPTION OF THE WORKS**

The Contract comprises the preventive maintenance repairs and routine maintenance of kitchen equipment, refrigeration, heating and ventilation plant at Nelson Mandela Academic Hospital Main Kitchen in Eastern Cape Province for a period of 36 months.

#### **2. DESCRIPTION OF SITE**

The Nelson Mandela Academic Hospital (hereinafter NMAH) incorporates Bedford Orthopedic Centre (hereinafter BOC/BOU/BOH) and Sir Henry Elliot Hospital (hereinafter SHE).

Various kitchen equipment is installed in the main kitchens. It consists of a variety of industrial catering equipment required to prepare a variety of therapeutic meals to patients.

Most of the equipment is aged and beyond economical repair and the institution embarked on a phased approach to renew equipment.

The scope of works on this document pertains scheduled maintenance for Kitchen equipment (Ovens, tilting pans, Stoves, microwaves, freezer and steamer pipes)

Access to the premises will be communicated with departmental responsible personnel.

#### **3. DETAILS OF THE CONTRACT**

The Contract consists of the maintenance and repair of kitchen equipment, comprising (Ovens, tilting pans, Stoves, microwaves, freezer and steamer pipes). The works include bi-annual and annual inspections and servicing of the equipment. The Contractor will perform servicing in accordance with Manufacturer's specifications in addition to minimum levels of service specified in the Contract, general checking and inspection of the equipment, carrying out of repairs and replacement of worn parts. The Contractor is required to provide fully equipped vehicles for use on the Contract for

Scheduled Services and Repairs as well as Scheduled Inspections. All consumable items required for the carrying out of the Works shall be provided by the Contractor.

The Contract Manager shall personally visit every facility and Item of Plant listed in Detailed Specification of the Contract at the Contract's inception and provide a full equipment status and condition report no later than **30 days** after the Contract award date. Thereafter the Contracts manager is required to inspect and report comprehensively on each item of equipment every six (6) months or as instructed by the Department of Public works or Department's representative. Any omissions or redundancies of plant and equipment shall be contained in the report. The Contract Manager shall make a final report at the end of the Contract period, within 60 days of the Contract completion date, and similarly comprehensive to the initial report.

#### **4. VEHICLES, PERSONNEL AND EQUIPMENT**

At least one of each of the vehicles listed hereunder is to be supplied for carrying out of the Contract.

Should the tenderer consider that one of each of the required vehicles types is insufficient for the efficient and proper execution of the Contract, then he shall include such additional vehicles as required. The costs of supplying and operating such vehicles shall be allowed for by the Contractor in the Schedule of Quantities. If during the Contract, the Contractor is unable to comply with the requirements of the Contract due to an insufficient number of vehicles, personnel or equipment, then he shall within fourteen days of written notification by the Departments official make available additional fully equipped vehicles and/or additional personnel or equipment, as may be required and no payment for such additional vehicles personnel or equipment will be made to the Contractor excepting as allowed for on the Schedule of Quantities. The vehicles shall only be paid for when employed directly on Contract and no claim shall be made in respect of any distance travelled for any other purpose (i.e. use of the vehicle/s for transportation of the Contractor's personnel to and from home etc.). Log books/sheets shall be completed by the Contractor in respect of travel and copies of these are to accompany the Contractor's payment application in this regard. Any irregularities relating to the completion and submission of the log sheets may be cause for summary termination of the Contract and any additional cost to the Employer arising from such termination will be for the Contractor's account

All Vehicles and Equipment purchased for, or used in, the execution of the Contract by the Contractor shall remain the property of the Contractor, unless specifically stated otherwise

#### **5. PROJECT SPECIFICATIONS**

The following Project Specifications shall apply and are bound into this document:

- A - GENERAL
- B - VEHICLES AND PERSONNEL
- C - SERVICES, MAINTENANCE AND MINOR REPAIRS
- D - MATERIALS AND SPARES
- E - ADMINISTRATION, RECORD KEEPING AND REPORTING
- F.-. TRAINING
- G - MEASUREMENT AND PAYMENT

A           **GENERAL**

A1           **SCOPE**

This specification covers the principles, responsibilities and requirements generally applicable to this Contract.

A2           **DEFINITIONS**

For the purpose of these specifications, the following definitions shall apply:

Acceptable/Approved (Approval) - Acceptable/approved (approval) by the Engineer/Official

Adequate - Adequate in the opinion of the Engineer/ Official.

Agreed - Agreed in writing.

Authorized/ordered/rejected - Authorized/ordered/rejected by the Engineer/ Official.

Designated - Specified by the Engineer/official or, in relation to an item scheduled in the tender document, descriptive of an item to be priced by a Tenderer.

Indicated - Indicated in or reasonably to be inferred from the Contract, or indicated in writing by the Engineer / Official.

Instructed/directed/permitted - Instructed/ directed/ permitted by the Engineer.

O.E.M (Original Equipment Manufacturer) - The Original Manufacturers of any particular Item of Plant or their formally appointed agents.

Satisfactory - Capable of fulfilling or having fulfilled the intended function.

Submitted - Submitted with the tender or submitted to the Engineer/ Official, as appropriate.

Fixed charge - A charge for work that is executed without reference to time.

Schedule - The schedule of quantities

Schedule rate - The unit rate or price entered in the schedule at which the Contractor undertakes to execute the particular work or to provide the required material, article or service, or to do any or all of these things as set out in the item concerned.

Scheduled - Listed in the schedule of quantities.

Time-related charge - A charge for work the cost of which, to the Employer, is varied in proportion to the length of time taken to execute the particular item scheduled.

Site - this shall include all properties in the Nelson Mandela Hospital (Mthatha) Premises at which the equipment listed in Detailed Specification, or any equipment included later within the Contract period is required to be serviced or maintained.

A3           **NO LIMITATION BY DESCRIPTION**

Nothing appearing in the Specifications or Schedule of Quantities shall limit the obligations and liabilities of the Contractor, the Engineer or the Employer under the conditions of Contract.

A4

#### **APPROVAL**

No approval of any parts, material or equipment and its use, or of any procedure to be used, will imply any relaxation of the requirements governing the quality of the materials or of the finished work, or relieve the Contractors of his responsibilities under the contract.

A5

#### **ITEMS IN SCHEDULE OF QUANTITIES**

The rate or price tendered by the Contractor for a particular item scheduled shall be deemed to cover the Contractors profit plus the cost to him of carrying out the operations or activities stated in the relevant sub-clause of specification PSG, in addition to the cost to the Contractor of carrying out such ancillary and associated activities as the Contractor deems necessary for the execution of the Works in accordance with the said specification.

The Contractor's charges for completing an item scheduled in the Preliminary and General section of the schedule shall be interpreted to be his rate or price to cover his direct costs plus overheads plus profits, and to include all costs and expenses that may be required for the item specified and for all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.

A6

#### **QUALITY AND SAMPLES**

The Contractor shall, when so ordered by the Department/ Official, deliver to the Departments office samples of parts and/or materials to be used in the Works. Parts and/or Materials that do not conform to approved samples in respect of materials or workmanship (or both) may be rejected.

A7

#### **SAFETY**

The Contractor shall at all times observe proper and adequate safety precautions on the Site. Where adequate safety precautions are not being observed, the Department/ Official may order the Contractor to comply with minimum safety requirements at the Contractor's expense, and compliance with such an order will not absolve the Contractor from any of his responsibilities and obligations under the Contract. The Contractor shall ensure that all the works carried out under the Contract comply with the requirements of the Occupational Health and Safety Act (Act 95, 1993) as amended.

A8

#### **CHECKING**

The Contractor shall carry out sufficient checks over and above the compulsory six monthly checks to satisfy himself that the workmanship, parts materials and workmanship used comply consistently with the specified requirements and the results of those checks shall, if so ordered, be made available to the Department. The department will carry out their own checks as he deems necessary.

A9

## **STANDARD OF WORK NOT TO SPECIFICATION**

Where the Department's checks reveal that the workmanship, parts or materials used do not comply with the applicable requirements of the specification the Contractor shall so rectify the work that the workmanship, parts or materials comply with the said requirements. The Department shall be entitled to withhold payment to the Contractor, or require reimbursement to the Employer the full value of work not to specification within 14 days of written notification in this regard to the Contractor. Should the Contractor fail to rectify work which does not comply with the specification within the time stipulated by the Department, which time shall not be unreasonable, and shall not be less than the time allowed for in the Contract for normal repairs to be carried out, then the Department will be entitled to engage the services of any other contractor or firm he considers competent to complete the work to specification, and any difference in the cost, should the cost be an increase over the Contract costs, as well as any other additional costs required (e.g. additional supervision and administration costs) will be borne by the Contractor.

## **A10 APPROVED LABORATORIES**

Unless otherwise specified in the relevant specification, the testing laboratories of the South African Bureau of Standards and the Council for Scientific and Industrial Research will be accepted as approved laboratories in which tests required in terms of a specification may be carried out.

## **A11 METHODS OF TEST**

Unless otherwise specified in the relevant specification, all testing shall be carried out and interpreted in strict accordance with the methods specified in the relevant SANS Standard/s.

## **A12 GUARANTEE**

All workmanship and repairs carried out under the Contract shall be guaranteed for a minimum of six months or 600 hours of machine operation whichever occurs first and as may be applicable.

## **A13 NEW PARTS, LUBRICANTS AND FLUIDS**

All parts, lubricants and fluids used shall be new. In specific instances, where circumstances dictate and where it is in the interest of the Employer, re-conditioned or used parts may be used provided permission in writing is first obtained from the Department.

## **B VEHICLES AND PERSONNEL**

### **B1 SCOPE**

This section covers the provision of fully equipped vehicle/s and the personnel required to carry out the works as detailed in these specifications.

### **B2 VEHICLES**

#### **B2.1 Scheduled Service and Repair Vehicle/s**

### **B2.1.1 General**

The make/s, model/s and type/s of the scheduled service and repair vehicle/s to be provided is/are left to the Contractor's discretion. At least one scheduled service and repair vehicle shall be provided in this respect by the Contractor for the execution of the Contract. The load bed of the vehicle shall be fully enclosed with lockable dust-proof access points. It is essential that all equipment be maintained in a clean and dust free condition. It is emphasized that all storage compartments must be dust-proof.

### **B2.1.2 Equipment**

The equipment layout of the scheduled service and repair vehicle/s is left to the Contractor's discretion but the following is the minimum equipment that will be acceptable:

- (i) a full range of refrigeration technician's tools and equipment necessary to carry out the work; the minimum tools and equipment to be provided are listed in the Appendix C to this specification.
- (ii)adequate dust-proof storage compartments, shelves and drawers for the storage of spares and service kits, tools and equipment, cleaning materials and consumables.

## **B3 PERSONNEL**

### **B3.1 Servicing Personnel**

The Contractor shall provide the following personnel with each Scheduled service and Repair Vehicle:

One or more Servicemen per service and repair vehicle who has all the qualifications listed hereunder which are pre-requisite for executing the various types of service and repairs to the kitchen equipment listed in Detailed Specification. The Serviceman/men shall have had a minimum of seven years' experience in the maintenance and repair and shall be fully conversant with the servicing and repair procedures for this equipment. Any assistants employed shall have a minimum of three years' experience in the maintenance and repair and shall be familiar with the servicing and repair procedures for the equipment listed in the Contract.

### **Qualification and Experience Requirement of Service Artisan Electrician and Refrigeration Technician**

Qualified artisans with at least seven years relevant post qualification experience.

### **B3.2 Supervisory Inspection Personnel**

The Contracts Manager or alternatively personnel (who are not the Contract Service and Repair personnel) working directly under his supervision who shall be suitably qualified to carry out all aspects of the refrigeration, heating and ventilation plant and equipment diagnostics on the equipment and electrical ancillaries listed in the Contract. He shall be required to be fully conversant with electrical control panels used on the kitchen equipment, refrigeration, heating and ventilation equipment installed at the various installations. Certain of these control panels include sophisticated systems utilizing printed circuitry for their operation.

### **B3.3 Scheduled Inspection Personnel**

A person properly trained in the operation of all types of equipment listed in A of the Contract. This person will also be expected to make reports on the functionality and condition of the equipment and carry out elementary running repairs and servicing.

#### **B4 VEHICLES, EQUIPMENT AND PERSONNEL**

The vehicles, equipment and personnel employed on the Contract need not necessarily be reserved for the exclusive use on the Contract provided that the availability and response period requirements as described hereunder are complied with. Repeated failure to comply with these requirements (three or more written notifications to the Contractor of non-compliance) may result in the Department's instruction to the Contractor to reserve the particular Vehicle/s, equipment and Personnel for Contract's exclusive use, and no additional payment shall be made to the Contractor for the Vehicle/s, equipment and Personnel so reserved.

##### **B4.1 Availability of Vehicles and Personnel**

The Scheduled Servicing and Repair personnel and vehicles will be on permanent standby for the entire duration of the Contract including during Saturdays and Sundays, Christmas - New Year period and on statutory Public Holidays

The non-compliance by the Contractor with the limits set hereunder for three consecutive events or frequent events during the Contract may be reason for determination of the Contract by the Employer in terms of Clause 27 of the General Conditions of Contract.

Where it is required and practical to do so the Contractor shall transport items of equipment or parts as directed by the Department or Department's Representative and no additional payment shall be made to the Contractor in this regard.

##### **B4.1.1 Availability of Contracts Manager and Inspection Vehicle**

The Contract Manager, although not necessarily dedicated to the Contract, shall be required to treat the Contract as a first priority over any other business. Should the Department consider that by his actions the Contract Manager is neglecting his obligations in this regard in favour of other business then the Department may require that the Contract manager's functions be dedicated to the Contract for the remainder of the Contract period and no additional payment will be made to the Contractor should this stipulation be enforced. Should the Department, having enforced this stipulation, still consider that the Contract's manager is paying insufficient attention to the running of the Contract, this will be cause for determination of the Contract in terms of the General Conditions of Contract.

##### **B4.1.2 Availability of Servicing and Repair Personnel and Vehicles**

Scheduled Servicing and repair personnel and vehicles shall be made available according to the requirements of the servicing schedules and repair orders to be issued by the Department or Department's representative as well as for the travelling time requirements with the requirement that:

- i) no scheduled service shall be carried out later than 14 days after the due date indicated on the servicing schedule or before 14 days of the due date. Should the Contractor be unable to complete the services within these limits with the vehicles, personnel and equipment offered with the tender he shall make available additional personnel, vehicles and equipment in order to comply with the limits and no additional payment will be made for such additional personnel, vehicles and equipment.

ii) all repairs which are not classified as emergency repairs shall be carried out within 72 hours of the Department's Representative's instruction or within 36 hours where an item of equipment is unable to operate because of the repair required. Should the Contractor be unable to comply due to availability of spares or any other reason he shall notify the Department at the end of the prescribed period, in writing, the reasons for the delay, with full supporting documentation as may be required by the Department.

iii) Emergency repairs are classified as follows:

Where a facility which is serviced under this contract loses refrigeration services arising from the breakdown, which is electrical or mechanical in nature, of any of the units serviced under this contract, which renders that Facility inoperable.

The Contractor's Scheduled Servicing and Repair Personnel and Vehicle shall, both during normal operating hours as well as on standby time, within two (2) hours of being notified of the emergency repair required, have mobilized toward the facility where the repair is required.

Should the Contractor be unable to comply with these limits with the vehicles, personnel and equipment offered with the tender he shall make available additional personnel, vehicles and equipment in order to comply with the limits and no additional payment will be made for such additional personnel, vehicles and equipment.

#### **B4.1.3 Availability of the Supervisory Inspection Personnel and Vehicles**

The Inspection personnel and vehicles shall, within 72 hours of being issued an instruction to proceed, or within 24 hours where an item of equipment is unable to operate due to any fault associated with the plant which is maintained and repaired under this contract, carry out the required inspection. Should the Contractor be unable to comply with these limits with the vehicles, personnel and equipment offered with the tender he shall make available additional personnel, vehicles and equipment in order to comply with the limits and no additional payment will be made for such additional personnel, vehicles and equipment.

#### **B4.1.4 Availability of the Scheduled Inspection Personnel and Vehicles**

Scheduled Servicing and repair personnel and vehicles shall be made available according to the requirements of the servicing schedules and repair orders to be issued by the Department or Department's representative as well as for the travelling time requirements with the requirement that:

- i) No scheduled inspection shall be carried out later than 14 days after the due date indicated on the servicing schedule or before 14 days of the due date. Should the Contractor be unable to complete the services within these limits with the vehicles personnel and equipment offered with the tender he shall make available additional personnel, vehicles and equipment in order to comply with the limits and no additional payment will be made for such additional personnel, vehicles and equipment.

### **B5 OVERNIGHT STAYS**

In certain circumstances the Department may order that the Contractor's vehicle/s and personnel remain in an area and not return to its base station each night. The units will only be ordered to remain in an area where suitable hotel or other accommodation is available. The units will not be required to remain in the field over weekends unless emergency repairs as defined under Item B4.1.1 above repairs are required. Where suitable accommodation is available in an area where the

Contractor is active for more than one day, and it is cost effective for the Contractor to make overnight stay/s rather than return to the Contractor's base of operation, the Department may instruct the Contractor to make the overnight stay/s and the Contractor shall have no right to refuse. Should the Contractor not comply, the difference in cost between the overnight stay/s and making a return journey/s shall be assessed by the Department, and this difference shall be for the Contractor's account.

#### **B6 OPERATING PREMISES**

Operating premises shall be provided by the Contractor in the exact physical address. The Operating premises shall contain the following.

- i) At least one telephone
- ii) At least one Facsimile Machine connected to a dedicated line.
- iii) At least one Photocopy Machine
- iv) Sufficient office and stores space for carrying out adequate supervision and administration of the Contract as well as for storage of all equipment, parts, materials, lubricants fluids and consumables required for the Contract.
- v) The arrangements for garaging or yard space for vehicles employed on the Contract is left to the Contractors discretion, but no payment will be made for travelling for these vehicles between the Operating Premises and the location where they are parked when not employed on the Contract.
- vi) Although the Contract is geared toward service, maintenance and repair on Site, the Contractor will be required to provide workshops for repairs which cannot be carried out on site, unless these repairs are to be carried out by sub-contractors, in which case the subcontractor shall be required to have workshops, also in the OR Tambo region
- vii) A computer with at least i7 processor, 2 Terrabyte hard drive, SVGA colour screen, Windows 10, Internet Explorer (or equivalent), connected to e-mail (a dedicated telephone line for this purpose is not a requirement), and loaded with the latest version of Microsoft Office shall be provided.

#### **B7 EMPLOYMENT OF SUB-CONTRACTOR'S WHICH ARE NOT NOMINATED (DOMESTIC SUB-CONTRACTOR)**

Where a Sub-Contractor is employed by the Contractor to carry out work on his behalf because of insufficient skills or resources within the Contractor's organization to carry out work described in the Scope of Contract as well as the Project Specification, the rates for such a Sub-Contractor's charges shall not exceed those in the Schedule of Rates approved for the Contract. i.e. the Contractor shall charge for the Sub-contractor's services as if they were carried out by his own personnel for the category of personnel, vehicles etc. employed on the work carried out by the sub-contractor. No additional mark up on Sub-Contractor charges excepting as allowed for in the Contract (e.g. for the supply of spare parts) will be payable to the Contractor. The Sub-Contractor is bound by all other conditions of Contract and in particular the conditions relating to the supply of spare parts in that he shall provide invoices from the original supplier to himself and the main contractor shall not be entitled to claim on invoices for parts issued directly by the Sub-Contractor so employed.

#### **B8 EMPLOYMENT OF SUB-CONTRACTOR'S WHICH ARE NOMINATED**

Where the Department considers it expedient, and work is required which falls outside the ambit of the scope of work for which the Contractor is expected to supply a service, but for which such work is required for the successful execution of the objectives of the Contract, the Department shall call on the Contractor to employ a Sub-Contractor who shall be nominated by the Department to carry out such works. The Contractor shall be required to manage the Nominated Sub-contractor in the same way as he would be required to manage a Domestic Sub-contractor and he shall take full responsibility for quality and extent of the work carried out by such Nominated Sub-contractor as well as any financial arrangements which may be necessary.

## **C     SERVICES, MAINTENANCE AND REPAIRS**

### **C1     SCOPE**

This specification details the work to be done in carrying out the scheduled services, adjustments and repairs to the heating and ventilation plant and air conditioning equipment operated under the auspices of the Department of Public Works and Infrastructure in OR Tambo region.

### **C2     MATERIALS AND PARTS**

Materials and parts used in carrying out the works shall comply with the equipment manufacturer's specifications or, in the absence of such specifications, with relevant SANS Specifications. Service kits and spare parts shall be obtained from the Original Equipment Manufacturers or their appointed agents. Where the Contractor for any reason requires to buy service kits and spare parts from any supplier who is not the Original Equipment Manufacturer's or one of their appointed agents, then the Contractor shall first apply in writing to the Department for relaxation of this requirement giving full details of the reasons as well as details of the alternative supplier from whom he wishes to obtain such parts or materials. All consumables as may be required shall be of the type and grade specified in the equipment manufacturer's manuals, or as instructed in writing by the Department//Official.

### **C3     PLANT**

All Plant and Equipment used in carrying out the Works shall be as specified in PSB.

### **C4     EXECUTION OF WORKS**

#### **C4.1     General**

The details of the Works to be carried out are given in the sub clauses below. The work shall be carried out by the personnel and vehicles specified in B.

#### **C4.2     LIAISON**

##### **C4.2.1   Liaison with Department Technical staff**

The Serviceman will be required to attend weekly Liaison meetings with the Department's Technical Representative. At such meetings, the Serviceman will be instructed on which equipment requires attention, the category of service required and the facilities units to be covered in the following week. The Serviceman/s' reports and recommendations on the equipment attended to during the previous week will also be dealt with at these meetings and he will be given written instructions as to what

repairs or replacements he must carry out on the equipment on his next routine visit to such equipment.

The Contractor's nominated manager will also be required to attend monthly management meetings at which the previous month's contract performance will be evaluated, problem areas identified and forward planning and action agreed. In order to facilitate communication with the Contract Manager

### **C4.3 REMOVAL OF REPLACED PARTS, WASTE AND MATERIALS**

Parts and materials replaced during scheduled services, maintenance or repairs, or other waste generated by the service or repair such as empty containers, shall be removed from site and stored or disposed of according to the Department's instructions.

All replacement parts and items of equipment shall be bagged, tagged and kept in storage by the Contractor for the duration of the project. Each tag shall provide the following information:

- Job number.
- Date of repair.
- Name of responsible person.
- Details of replacement part or item of equipment.
- Smaller Parts

Smaller parts are to be placed in clear plastic bags (minimum size = 750 x 500mm) which are sufficiently robust to be handled when filled with heavy / sharp parts. Samples of bags are to be provided to the Department for approval. The bag is to be tagged with an indestructible non-removable tag on which is indelibly marked with the plant identification number, the job number and the date on which the parts were removed or replaced.

- Large Parts

Parts larger than can be contained in the bags specified above need not be bagged but should be similarly tagged as described here above.

- Storage Area

The tagged parts are to be stored in consecutive job number, easily accessible and in an area secure from possible theft. It is however, not a requirement that they be under cover.

All costs involved with these requirements (i.e. C4.3) excepting for storage area are for the Contractor's account.

### **C4.4 NOTIFICATIONS**

#### **C4.4.1 Notifications to Site**

The Contractor shall notify the department in advance, by e-mail or facsimile transmission, when equipment is scheduled to be serviced, repaired or maintained, giving the approximate date and

time when the service, repair or maintenance is due and the anticipated duration of the service or repair to be carried out. Furthermore, the Contractor shall notify the Department by e-mail or facsimile transmission should they not be able to comply with the repair period specified in the Contract, the reason for the delay and the anticipated date of completion. Should the Contractor fail to comply with this stipulation, the Department shall be entitled to engage the service of an alternative contractor, and the entire cost of the repair carried out by the alternative contractor under such circumstance, excluding parts, shall be for the Contractor's account.

#### **C4.5 SCHEDULED SERVICES**

C4.5.1 Service checklists have been included Appendix B of this document for use by the Contractor and include but are not limited to the following items that shall be attended to for all scheduled services

- (i) attend to minor adjustments and settings in accordance with manufacturer's manuals.
- (ii) check all fasteners
- (iii) check connections
- (iv) check that all gauges are functioning.
- (v) operate each unit being serviced continuously for 5 minutes (where practical) to check that it is operating efficiently.
- (vi) Thorough cleaning of the refrigeration, heating and ventilation plant and equipment and ancillaries and removal from site to an approved place of disposal of all spare parts, fluids and materials, removed during the service or repairs executed, is to be carried out by the contractor. The unit attended by the Contractor is to left in a clean and tidy state, irrespective of the condition in which it is found. Should the operators or staff responsible for the cleanliness of the facilities fail to carry out their function in this regard correctly in the interim periods between the Contractor's attendance of the unit, the Contractor may train and encourage them to carry out their functions properly, but this will not relieve the Contractor's responsibility to ensure the state of cleanliness on his departure from the facility.
- (vii) Provide a comprehensive condition report on each item serviced.

#### **C4.5.2 Miscellaneous duties to be performed as part of all scheduled services.**

- (i) Ensure that Operators are properly completing departmental required logs and that these are being sent regularly to the Department's Representative.
- (ii) Assess and report on operator competence and condition.
- (iii) Advise operators on the correct daily maintenance requirements of the equipment to be carried out between services.
- (iv) Provide a service sticker which is to be attached to the item of equipment serviced which provides the following details

- a) Contractor's name
  - b) Contract Number
  - c) Type of service carried out
  - d) Date on which the service was carried out
  - e) Name of serviceman who carried out the service
- v) All redundant parts, packing and other waste are to be removed and disposed of by the Contractor in accordance with Clause PSC4.3. All oil/diesel and other stains on the floor are to be cleaned. Oils and fluids removed from the unit during the service are to be removed and disposed of by the Contractor. Disposal sites for waste are subject to the approval of the Department's Representative.

#### **C4.5.3 Minor Maintenance to be allowed for during Scheduled Services of Plant**

- (i) Tighten all fasteners and check and tighten mountings
- (ii) Fifteen minutes additional to the time required for the carrying out of scheduled services according to the minimum and manufacturer's requirements shall be allowed by the Contractor per service for the carrying out of miscellaneous minor maintenance and repairs required to bring the unit to peak condition as close as possible to the condition of a new unit, as is practically attainable, which are not required as part of the scheduled service. Where the duration of the minor maintenance and repair exceeds fifteen minutes, the repair shall be separately claimed and paid for, subject to the necessary authorisation having first been obtained.
- (iii) On completion of the service the unit shall be thoroughly cleaned

#### **C4.5.4 Scheduled Services**

The Contractor shall carry out full services and checking of equipment listed in the schedule to the extent detailed in the service checklists included in this document which shall be the minimum level of service carried out irrespective of the servicing requirements set out in manufacturer's manuals. Any work not set out in the minimum requirements for the specific service scheduled, which are described in the manufacturer's manuals shall also be carried out. It is incumbent on the Tenderer to properly research the manufacturer's servicing requirements on all types of scheduled service to be carried out under the Contract, prior to submission of the tender, for the purpose of ascertaining full service requirements. In cases where work is restricted in the Contract to be carried out by the (OEM's), the Contractor shall be entitled to claim handling charges and other direct costs such as for removal, transportation and installation of the unit if required.

The Contractor shall provide to the Department, within 45 days of having received the letter of award of the Contract, full details of authenticated OEM service requirements for every one of the equipment services of the types of equipment listed in Appendix A as well as for other types of equipment as may be introduced into the Contract from time to time.

#### **C4.6 CONTRACT MANAGER'S INITIAL EQUIPMENT INSPECTION DETAIL, STATUS AND CONDITION REPORT.**

Within 60 days of the date of award of the Contract, the Contract Manager shall personally inspect and report on every item of equipment listed in Appendix A. Full details of the equipment such as a description of the exact location within the facility, make, model and serial number or any other relevant detail is to be provided in the report. The report provided shall be a comprehensive detailing

of the condition of the equipment, verification of details provided in Appendix A provision of missing details or to add pertinent details as it is possible to provide, and full colour photographs on each item, showing the item in as many elevations as are necessary for a complete representation of the item to be shown. Items which are extra to the list shall be reported in a similar manner, and shall be included in the Contract for maintenance and repair if required. Items which are missing shall also be reported as such, but not before a concerted effort to locate the missing item has been made by the Contractor.

The report shall also indicate all items of equipment that are non-compliant with the latest regulations regarding eco-friendly refrigerants.

The format of the report is left to the Contractor's discretion but is subject to the prior approval of the Department.

#### **C4.7 CONTRACT MANAGERS SIX MONTHLY INSPECTION DETAIL, STATUS AND CONDITION REPORT.**

The Contractor's shall provide a written report on the status and the condition of the equipment installed as per DPW request. The report shall update Appendix A to reflect all changes made during the 6 month period or as otherwise directed by the Department. Full details of any changes subsequent to the previous visit of equipment, such as changes to the exact location within the facility, engine and serial number or any other relevant detail is to be provided in the report. The format of the report is left to the Contractor's discretion but is subject to the prior approval of the Department. These trips may be used by the Contract Manager to better assess and act upon his staff's performance in the execution of the Contract and to carry out any action in this regard as he may deem necessary. This does not however exonerate the Contract Manager from responsibility over the performance of his staff in the interim period and he shall make his own arrangements to ensure their performance at his own time and cost as is necessary between the six monthly scheduled inspections. The format of the report is left to the Contractor's discretion but is subject to the prior approval of the Department.

#### **C4.8 CONTRACT MANAGER'S FINAL EQUIPMENT INSPECTION DETAIL, STATUS AND CONDITION REPORT.**

Within 60 days of the date of award of the Contract, the Contract Manager shall personally inspect and report on every item of equipment being repaired and maintained under the contract at that time. The details and colour photographs required in the report will be the same as for the initial report (PSC4.7). The format of the report is left to the Contractor's discretion but is subject to the prior approval of the Department.

#### **C4.9 EQUIPMENT REPAIRS**

The Contractor's maintenance and repair unit shall also carry out on site repairs to the equipment. Any repairs carried out are entirely at the discretion of the Employer who may decide to employ alternative agents or Contractors to carry out any of the work described in the Contract, provided that the Scope of the Contract remains within the bounds described in the General Conditions of Contract.

Any repair carried out under the contract shall be comprehensively guaranteed for a period of 6 months or 600 hrs of operation, whichever occurs first or as may be applicable.

Repairs shall be carried out using OEM parts and materials excepting as otherwise permitted by the Department in writing.

#### C4.10 **SPRAY PAINTING OF EQUIPMENT**

##### C4.10.1 **General**

All Spray painting operations described in this section shall be carried out by personnel experienced and competent in the type of work specified.

##### C4.10.2 **Spray Painting of Refrigeration, Heating and Ventilation Equipment**

Where instructed by the Department to carry out spray painting of equipment the paint shall be applied to all externally visible previously painted or paintable surfaces in accordance with the following (with obvious exclusions such as rubber hoses, glass etc.):

The Contractor shall remove all loose paint, rust dirt and grease by mechanical and/or chemical methods. The surface shall be prepared to a smooth finish without any marks or indentations by means of panel beating, body fillers, spot putty, spray fillers and primers and flatting with wet/dry paper to a pre final coat 600 fineness. The item/s shall be sprayed with a single primer coat and two coats of two pack automotive paint with flatting between coats as required. The final product is to be finished by power polishing with "Brill Cream" or equivalent. Colour shall be decided by the Employer but shall not exceed three colours in any single item. The Contractor shall ensure that those items not intended for spraying are suitably wrapped or otherwise protected. The contractor shall remove any overspray should any occur. The sprayed surfaces shall be free of runs or other defects. All equipment, tools, paints and consumables (i.e. thinners, abrasives etc.) required shall be provided by the Contractor.

#### C4.11 **SUNDRY ITEMS**

##### C4.11.1 **Supply and Fit Identification Plates**

The Contractor shall supply and fit, where necessary, new or missing equipment identification plates according to the Department's instructions. The identification plates shall be manufactured in clear Perspex, with vinyl backing, black letters 50mm high, against white background. A sample must be provided for approval by the Department prior to proceeding with any fitments by the Contractor.

#### C4.12 **LABOUR FOR REPAIRS**

Where hours for labour additional to those allowed for in the scheduled service items for carrying out repairs and maintenance are required, the Serviceman and Assistant may obtain authorisation from the Department to carry out the repairs which shall be charged in accordance with PSG 7 hereunder.

#### D **MATERIALS AND SPARES**

D1 See Clause C2.

The above materials supplied by the Contractor will be measured and paid for as specified in section G of the Project Specifications.

#### D2 **CONSUMABLES**

The following consumables and materials shall be supplied by the Contractor at his own cost which costs shall be deemed to be included in the rates tendered.

- (a) Solder
- (b) Soldering flux
- (c) Cleaning and de-greasing fluids
- (d) Cleaning materials (mutton cloth, hand cleaning gel etc.)
- (e) Hacksaw blades and drill bits
- (f) Grinding and cutting discs
- (g) Sand paper, emery paper and any other required abrasives
- (h) "Q20" or similar approved aerosol dispensed, silicone based lubricant/water displacing fluid
- (i) All lubricants required in the execution of the Contract.
- (j) Aerosol dispensed electrical contact cleaning fluid

D3 **PROVISIONAL AMOUNTS FOR SERVICE KITS, FOR UNSPECIFIED EQUIPMENT AND FOR THE SUPPLY OF PARTS FOR CERTAIN UNSCHEDULED OR UNSPECIFIED REPAIRS AND MAINTENANCE**

Provisional amounts have been set aside for the supply only of service kits for unspecified equipment and for the supply of parts for certain unscheduled or unspecified repairs. The Contractor shall obtain such service kits, parts or materials from Original Equipment Manufacturers or agents or alternatively suppliers to be approved by the Department in writing.

The Contractor shall provide with the monthly payment application, copies of all invoices from suppliers of such service kits, parts or materials together with equipment number on which the service kits, parts or materials were used, the date on which they were used, time taken to fit the service kits, parts or materials, and the Department's authorising reference number.

E **ADMINISTRATION, RECORD KEEPING AND REPORTING**

E1 **SCOPE**

This specification details the administrative procedures, recording of work done and the reporting to the Department on the condition of the plant and recommendations on work required to be done on the plant.

E2 **ADMINISTRATION**

The Contractor shall be responsible for the completion and submission to the Department of various forms as detailed in E3 below.

The Contractor's serviceman will be required to attend monthly Liaison and management meetings with the Department of Public works and Infrastructure.

The Contractor and Contractor's nominated manager will be required to attend the monthly management meetings.

The Contractor will not be permitted to make unilateral decisions on any work to be carried out. All scheduled services will be carried out on the written instruction of the department as will the required replacement of all repairs, replacement of parts, batteries, gauges, drive belts, or any other repair or maintenance activity which may be required. He will be required to record his recommendations on such replacements and have such recommendations signed by either the Department's Representative or the person in charge of the facility at which the plant is located.

These recommendations will be considered at the monthly Liaison meetings and written instructions will be issued by the Departmental representative, as to what replacements must be implemented on the next routine visit, or, if so instructed by the Department, special visit of the appropriate service unit to the plant.

### **E3                    RECORD KEEPING**

The Contractor shall be responsible for maintaining detailed records of all work carried out in terms of this contract and in particular shall be responsible for the completion of the forms described in E 3.1, 3.2 and 3.3 and the weekly submission of these forms to the Department. Samples of certain of these forms are appended to this specification.

Furthermore the Contractor shall be responsible for maintaining accurate records of Materials on Site.

#### **E3.1    Daily Report Sheet**

The Serviceman shall record on the daily report card/job card for each item of plant attended to during any particular day the type of service, repair or maintenance carried out, all checks completed, general condition of plant, whether plant log sheets are being correctly completed and returned to the Departments Representative timeously, meter readings, details regarding the operator of the plant attended as shown on the sample report card/job card. The daily report cards shall be signed by the officials in charge of the plant visited. These cards shall be returned to the Department on a monthly basis and need to be included with the payment claims.

Whilst carrying out the services and maintenance work on the particular item of plant, the serviceman shall record on the report card/job card any items which he considers requires replacement or repair. In particular the report cards shall contain detailed information on the following:

##### **E3.1.1   Repairs**

Whilst carrying out schedule services, repairs or maintenance work on each item of plant the serviceman shall record on the report sheet any items which he considers requires replacement or repair. The comments or approval of the officer in charge of the facility shall also be recorded on the report card.

The report cards will be analysed at the monthly Liaison meetings and the Contractor will be instructed as to the action to be taken on his next routine visit to the plant.

The serviceman engaged on any scheduled service, repair or maintenance shall further report on any defective items which are included in the checklist shown on the Daily Report and inspection sheet.

#### **E3.1.2 Work required which is outside the Contractor's capability**

The Contractor shall report any apparent or potential problem with the plant which would require major repairs beyond the scope of his capabilities. The serviceman's recommendations on the action to be taken shall also be recorded.

#### **E3.1.3 Major Breakdown**

The Contractor will be responsible for major repairs under this Contract. The servicemen shall inspect, in the course of his routine visits, any item of major plant which has suffered a major breakdown. He shall diagnose the reason for the breakdown and recommend on the action to be taken.

#### **E3.1.4 Abuse of Plant**

The Contractor shall record on the report card any instances where an item of plant has been obviously abused or is being incorrectly operated.

#### **E3.1.5 Operator**

The Contractor shall report on the operator as regards to his correct or otherwise operation of the plant, how the operator cares for the plant, health of the operator or any other fact regarding the operator which is pertinent to the employer's interests.

The comments or approval of the officer in charge of the unit or depot shall also be recorded on the report card. The report cards will be analysed at the Liaison meetings and the Contractor will be instructed as to the action to be taken on his next routine visit to the plant.

Daily Report sheets shall be supplied by the Contractor and are deemed included at no charge to the Employer.

Copies of the daily report sheets shall be retained by the Contractor for his records and the originals shall be submitted weekly to the Department.

Operating training is required as further detailed in the clause PSF below.

### **E3.2 INDIVIDUAL PLANT SERVICE AND REPAIR RECORD**

The Contractor shall maintain separate service record sheets for every item of plant which he is required to service, maintain or repair and the Contractor shall be responsible for recording on the service record full details of the Scheduled services, repairs or maintenance carried out. This record shall include details of the date of the service or repair, Department's authority reference number, nature of service or repair, name of the serviceman carrying out the service or repair, quantity and value of spare parts, lubricants, fluids and materials used and time taken to carry out repairs,

distance travelled in order to carry out the repair and vehicle used. The Contractor shall also subsequently record on the service record sheet the results of the wear analysis of the oil samples taken at the scheduled services.

### **E3.3 VEHICLE LOG SHEETS**

Each journey carried out on the Contract shall be recorded and the following details provided on the vehicle log sheets to be supplied by the Contractor (which are subject to prior approval by the Department).

- Contract Details (Contract number and Name of Project)
- Name of serviceman
- Date
- Times and places of departures and arrivals
- Odometer readings at each departure/arrival
- Plant attended plant numbers and descriptions
- Job numbers of repairs/service for each item of plant attended

The Contractor shall submit the sheets together with the payment application for verification of kilometres travelled and claimed. The Contractor shall keep copies of all vehicle log sheets as submitted for his records.

Should the vehicle tracking system be introduced, some or all of this information be automatically generated. No additional payment to or deductions from the Contractor will be made in this instance.

Alternatively the Contractor shall submit Google maps of the shortest route to each facility. Travel claims will be adjudicated based on these distances and recommended time.

### **E3.4 MONTHLY SUMMARY (PAYMENT APPLICATION)**

The Contractor shall submit together with every payment application a monthly summary (in accordance with the Department requirements) of the work done during the month. The summary shall detail the Facilities visited by the various units during the month, the plant attended, the scheduled services, repairs, maintenance and inspections carried out on the various items of plant, the kilometres travelled by each of the vehicles in executing the works during the month as well as detailed summaries of all lubricants, fluids materials and spare parts and plant numbers for which such lubricants, fluids materials and spare parts were used. All details relating to the Department's serialised instructions, works orders and Contractors job cards, invoices etc. shall be properly cross referenced on the summary. All travelling logs and detail of accommodation shall be included.

### **E3.5 FINANCIAL REPORTS**

The Contractor will be required to produce financial reports and cash flows for the contract as and when shall be reasonably required by the Department.

## **F OPERATOR TRAINING**

### **F1 LEVEL OF TRAINING TO BE PROVIDED BY CONTRACTOR**

The Contractor shall, in the normal course of his scheduled and unscheduled maintenance visits to the installations maintained in the Contract, provide continuous informal operator and maintenance

staff training to ensure correct operation and maintenance of the equipment at all times. No additional payment will be made for training of operators and maintenance crews by the Contractor and any cost incurred by him in this regard will be deemed to be included in the Schedule of Rates.

## **F2                    TRAINING BY CONTRACTOR**

No Formal training of the operators will be carried out by Contractor.

## **G                    MEASUREMENT AND PAYMENT**

### **G1                    SCOPE**

This specification deals with the measurement and payment for the various items listed in the Schedule of Quantities and specified in the Project Specifications.

### **G2                    PRELIMINARY AND GENERAL SECTION**

PSG2.1A preliminary and general section of the schedule of quantities is provided to cover the Contractor's charges for compliance with the requirements of the conditions of contract and with the specification, as well as his charges for the provision of the various vehicles and the provision of Supervisory and Managerial Staff. All workshops and workshop equipment, offices, office equipment, telephones, Contract Managers Cell Phone, parts and materials stores and personnel, administration personnel including cleaning staff, guards etc. rates, insurances, and any other overhead or other costs which the Contractor may incur which are not specifically covered in the rated work shall be provided for in the Preliminary and General section. Provision is made in this schedule for lump sums to cover the cost to the Contractor of supplying, commissioning and maintaining equipment, tools and equipment and of complying with any other obligations of a preliminary and general nature in terms of the Contract.

Separate preliminary and general items are scheduled to cover the Contractor's fixed costs and time-related costs. The "duration of activity" applicable to a time related cost item shall be a period that commences on the date on which the scheduled activity starts or 30 days after the date of notification of the award of the Contract, as applicable, and concludes on the date of completion of the activity.

The sum tendered in the schedule for any preliminary and general item shall cover the Contractor's direct and overhead costs and profit and all other costs for the provision of the item and/or the costs of complying with the obligations, liabilities, risks and requirements associated with such items.

The Contractor shall price all the items scheduled in the preliminary and general section of the schedule. These items and prices will form the sole basis for cost evaluation in the settlement of any claim for additional costs in respect of this section of the schedule. In the absence of a price against any item, no claim for additional costs or charges for the provision of any of the duties, services, facilities or obligations required in respect of that item will be considered.

### **G2.2                PAYMENT**

#### **G2.2.1            Fixed-charge Items**

The sum tendered for each fixed-charge item will be paid in one single payment in terms of the first payment certificate issued after the Contractor's obligations in respect of that item have, in the opinion of the Department's official, been discharged.

## G2.2.2 **Time-related Items**

Payment for time-related items will be effected as follows, only after payment for the relevant fixed-charge item has been made subject to the provisions of PSG2.2.3, payment of incremental amounts (calculated by the division of the remainder of the tendered sum by the number of months required to complete the activities for which the relevant sum was tendered) will be authorised in each of the subsequent payment certificates until the sum tendered has been paid.

## G2.2.3 **Withholding of Payment for Time-related Items**

Should the Contractor fail to continue to provide all or part of the services or to meet all or part of the obligations and liabilities required of him in a particular period in respect of any time-related item, payment of all or part of the relevant incremental amount for that item may be withheld until the required service has been provided or the obligation or liability has been discharged.

When a payment or portion of a payment that has been withheld in terms of the above is subsequently paid, the cost adjustment factor to be applied to the delayed payment will be that factor which would have applied if the payment had not been withheld.

Should the Contractor fail entirely to provide all or part of the continuing services or to meet all or part of the continuing obligations and liabilities required of him in respect of a time-related item, the amount, or part of the amount, for the item will be omitted and the total amount of the contract reduced accordingly.

## G2.3 **SCHEDULED ITEMS**

### G2.3.1 **Fixed-charge Items**

#### G2.3.1.1 **Contractual Requirements** Unit : Sum

The sum shall cover the Contractor's initial cost of insurance of the vehicles and equipment employed on the Contract, third party or public liability insurance and unemployment insurance and any other initial financing obligations of a preliminary and general nature.

#### G2.3.1.2 **Provision of Service and Repair Vehicle/s** Unit : Sum

The sum shall cover the cost of providing for the duration of the Contract only, equipping, and commissioning to the Department's approval, Service and Repair Vehicle/s (i.e. service, repair, and inspection), fully equipped as specified in the PSB to allow the work to commence and to proceed as required in terms of the Contract. It is not necessary for the Contractor to provide new vehicles. The vehicles are to remain the property of the Contractor at the end of the Contract.

#### G2.3.1.3 **Provision of Supervisor's Inspection Vehicle/s** Unit : Sum

The sum shall cover the cost of providing for the duration of the Contract only, equipping, and commissioning to the Department's approval, the Supervisor's Inspection Vehicle/s, fully equipped as specified in the PSB to allow the work to commence and to proceed as required in terms of the Contract. It is not necessary for

the Contractor to provide new vehicles. The vehicles are to remain the property of the Contractor at the end of the Contract.

**G2.3.1.4 Provision of Scheduled Inspection Vehicle/s** Unit : Sum

The sum shall cover the cost of providing for the duration of the Contract only, equipping, and commissioning to the Department's approval, the scheduled Inspection vehicle/s, fully equipped as specified in section B to allow the work to commence and to proceed as required in terms of the Contract. It is not necessary for the Contractor to provide new vehicles. The vehicles are to remain the property of the Contractor at the end of the Contract.

**G2.3.1.5 General Responsibilities and other Fixed-charge Obligations**  
Unit : Sum

The sum shall cover the Contractor's company and head office overhead fixed costs and the fixed costs of all other obligations that are to be met for the proper execution of the works in accordance and compliance with the requirements of the Specification and the Conditions of Contract and that are not specifically covered in 2.3.1.1 and 2.3.1.2.

The sum shall typically cover the cost of providing and equipping:

- offices; stores for parts, lubricants fluids and materials; workshops and yards; all furniture and equipment as the Contractor sees fit for the proper execution of the Contract or any other fixed cost obligation which the Contractor deems necessary for the effective execution of the works.

**G2.3.2 Time-related Items**

**G2.3.2.1 Contractual Requirements** Unit : Sum

The sum shall cover the Contractor's time-related costs of continuing to meet his responsibilities, such as insurance, etc. provided in terms of 2.3.1.1.

**G2.3.2.2 Operation and Maintenance of Servicing and Repair Vehicle/s** Unit : Sum

The sum shall cover the Contractor's costs for the operation (excluding travel costs) of the servicing and repair vehicle/s and equipment and other time related costs as the Contractor sees fit, all in accordance with the Contract.

**G2.3.2.3. Operation and Maintenance of Supervisor's Inspection Vehicle/s**  
Unit : Sum

The sum shall cover the Contractor's costs for the operation (excluding travel costs) of the Supervisor's Inspection vehicle/s and equipment and other time related costs as the Contractor sees fit, all in accordance with the Contract.

**G2.3.2.4 Operation and Maintenance Scheduled Inspection Vehicle/s** Unit : Sum

The sum shall cover the Contractor's costs for the operation (excluding travel costs) of the servicing, repair and Inspection vehicle/s and equipment and other time related costs as the Contractor sees fit, all in accordance with the Contract.

**G2.3.2.5 Depreciation**

Unit : Sum

The sum shall cover the depreciation of all vehicles, equipment, tools and equipment or any other fixed asset belonging to the Contractor which is employed for use on the Contract.

**G2.3.2.6 Managerial, supervisory, administration, stores, cleaning staff, guards etc.**

Unit : Sum

This sum shall cover the costs of salaries, wages and allowances paid to managerial, supervisory, administrative, stores cleaning staff and guards, or any other staff not directly associated with the execution of the works whom the Contractor considers to be included in the overhead staff requirements and who are contributing to the successful performance of the Contractor with respect to the Contract, and of transport and other costs incurred in connection with such staff.

**G2.3.2.7 Parts, lubricants, fluids, materials and consumables, storage and distribution**

Unit: Sum

This sum shall cover the storage and distribution of all consumables as specified in PSD3, of oils, grease, spare parts, service kits, and materials etc. and such supervision and administration as the Contractor considers necessary in respect of such storage and distribution.

**G2.3.2.8 General Responsibilities and other Time-related Obligations**

Unit : Sum

The sum shall cover the Contractor's company and head office overhead time-related costs and the time-related costs of all other obligations that are required for the proper execution of the Works in accordance and compliance with the requirements of the Specifications and the Conditions of Contract and that are not specifically covered in 2.3.2.1 to 2.3.2.5 inclusive.

**G2.3.2.9 Provisional Cost Amount for Department's Office**

Unit : Sum

The Contractor shall not be required to provide office accommodation for the Department.

**G2.3.2.10 Provisional Cost Amount for Training of Operators and Maintenance staff**

Unit : Sum

A nominated sub-contractor who shall be responsible for the training of operators and relevant maintenance crews is to be employed under the Contract. The Contractor is required to manage and arrange all financial and other matters relating to the arrangements necessary for the training to take place, including transportation of Trainees, and the provision of properly equipped and adequate classroom facilities if required.

**G2.3.2.11 Contractors Profit and Handling Charges for Nominated Training Sub-Contractor**

Unit : %

The rate (expressed as a percentage of the invoices to be handled by the Contractor) tendered and paid for the Contractor's profit and all of their costs for the handling of charges and payment of accounts for office and other rentals or fees in respect Nominated Training Sub Contractor. This mark shall include for full supervision of such nominated subcontractor including for ensuring performance, scheduling of work, quantity and quality of work carried out as well as any other task associated with management and supervision of any subcontractor by a contractor.

**G2.3.3 Contract Managers Initial Equipment Inspection Detail, Status and Condition Report.** **Contract** Unit : Sum

The Contractor's salary, accommodation, transport and any other cost required for an initial comprehensive inspection and written report, including digital colour photographs, on the status and the condition of the equipment listed in Appendix A at each of the facilities in Appendix F in accordance with PSC4.7. The format of the report is left to the Contractor's discretion but is subject to the prior approval of the Department.

**G2.3.4 Contract Managers Six Monthly Inspection Detail, Status and Condition Report.** Unit : No

The Contractor's salary, accommodation, transport and any other cost required for a comprehensive inspection and written report on the status and the condition of each item of equipment listed in Appendix A and in Appendix F to be carried out six-monthly in accordance with the requirements of PSC 4.8 or as otherwise directed by the Department.

**G2.3.5 Contract Managers Final Equipment Inspection Detail, Status and Condition Report.** Unit : Sum

The Contractor's salary, accommodation, transport and any other cost required for a comprehensive inspection and written report including digital colour photographs, on the status and the condition of each item of equipment listed in accordance with the requirements of C 4.9 or as otherwise directed by the Department.

**G3 TRAVEL AND ACCOMMODATION**

This section of the Schedule of quantities is provided to cover the travel costs of the vehicles and the costs of overnight accommodation for the personnel where overnight stays are ordered by the Department.

**G3.1 MEASUREMENT AND PAYMENT OF TRAVEL BY SERVICE, REPAIR AND INSPECTION VEHICLES**

**G3.1.1 Measurement of Travel by Service, Repair and Inspection Vehicles**

The travel of the Service, Repair and Inspection Vehicles on authorised journeys in the execution of the operations specified shall be measured in kilometres from and to the base station via the various Facilities specified in Appendix A of the Tender form. The actual kilometres travelled each month shall be determined from the daily job cards and/or vehicle log sheets.

**G3.1.2 Payment of Travel by Service and Repair and Inspection Vehicles**

The rate tendered and paid for the kilometres travelled in the execution of the Contract by the Service, Repair and Inspection Vehicles shall include compensation for the full running, repair and maintenance costs of the vehicle/s as well as the wages and overheads in respect of the Contractor's Staff whilst travelling in the vehicles in the execution of the Contract.

#### **G3.1.3 Payment of Travel by Service, Repair and Inspection Vehicles outside of Normal Working Hours**

The rate tendered and paid over and above the rate as describe in PSG3.1.2 above for travel outside of normal business hours as defined in PSB4.1.

### **G3.2 OVERNIGHT ACCOMMODATION**

#### **G3.2.1 Measurement of Contractor's Staff Overnight Accommodation**

The rate tendered and paid for per person, per night for overnight accommodation shall include full compensation for the overnight accommodation and food costs for any of the Contractor's Staff employed in the execution of the Works. Payment will only be made when an overnight stay has been specifically authorised by the Department.

#### **G3.2.2 Payment for Contractor's Staff Overnight Accommodation**

Payment shall be made only on submission, together with the monthly payment application, to the Department, invoices from the Inn or other lodging for the dates for which the claim is submitted.

### **G3.3. COMPULSORY ADDITIONAL INFORMATION**

An additional column has been provided for the tenderer to enter the hours required for travelling under that item. This information has contractual implications and is also required for scheduling purposes.

### **G3.4 SCHEDULED ITEMS**

G3.4.1	Travel by Service and Repair Vehicle/s	Unit : Kilometre
G3.4.2	Travel by Scheduled Inspection Vehicle/s	Unit : Kilometre
G3.4.3	Travel by Supervisors Inspection Vehicle/s	Unit : Kilometre
G3.4.4	Overnight Accommodation for Contractors Staff	Unit : Person/Night.

### **G4 SCHEDULED SERVICES: FACILITY SERVICE - REFRIGERATION, HEATING AND VENTILATION EQUIPMENT**

#### **G4.1 MEASUREMENT AND PAYMENT**

The scheduled items are for the supply of any service kits required as well as the labour for the full servicing of all kitchen equipment, refrigeration, heating and ventilation equipment for every item of equipment at the particular health facility being serviced as set out under C4.5 as well as any additional requirements of carrying out the service as required by the original equipment

manufacturers. Lubricants, fluids and greases required in respect of each particular service to be carried out shall be supplied by the Contractor as part of the service kit. Transport and other charges required for the carrying out of the service are to be allowed for under sections 1 and 2 of the Schedule of quantities. Detailed inspection and reporting of each item of plant at the particular institution for which the facilities service is carried out are to be included. Amendments and changes to list of items for the particular facility being serviced are allowed for hereunder as extra over/under items.

#### **G4.1.2 Extra over for additional plant**

The Contractor is to provide rates for additional services for the item types listed in the Schedule of Quantities for any increase in the number of items for which the particular extra over rate applies. Should such an increase occur, the facility service for which the rate has been entered shall be increased accordingly.

#### **G4.1.3 Reduction for reduced plant**

The Contractor is to provide rates for a reduction in services for the item types listed in the Schedule of Quantities for any decrease in the number of items for which the particular rate applies. Should such a reduction occur, the facility service for which the rate has been entered shall be reduced accordingly.

#### **G4.1.4 Compulsory Additional Information**

An additional column has been provided for the tenderer to enter the hours required to complete the service for the entire facility under that item and is to include additional hours allowed in the facility service for minor repairs and maintenance. This information has contractual implications and is also required for scheduling purposes.

### **G4.2 SCHEDULED ITEMS**

G4.2.1 Quarterly Service - Unit : No

G4.2.2 Extra over for additional plant  
(e.g. Ducted split air conditioning unit) Unit : No

G4.2.3 Reduction for reduced plant  
(e.g. Ducted split air conditioning unit) Unit : No

### **G5 SUNDRY ITEMS**

#### **G5.1 GENERAL**

The contractor is to supply (and install where applicable) various items of a sundry nature.

#### **G5.2 MEASUREMENT AND PAYMENT**

The Contractor shall supply, store, deliver and install as may be required, the various sundry items listed in the schedule of quantities in accordance with specifications herein as may be applicable or in accordance with specifications of the South African Bureau of Standards where these apply.

### G5.3 SCHEDULED ITEMS

G5.3.1 Supply and Fit Identification Plates Unit : No

## G6 **CONTRACT PRICE ADJUSTMENT AND PROVISIONAL COST**

### G6.1 GENERAL

This section of the schedule of quantities covers the provisional sums allowed for Contract Price Adjustment and for the supply of parts for repairs and also for the Contractor's profit and charges on such parts. Provisional amounts have also been set aside for scheduled repairs as well as repair work subcontracted out and for inspection services on individual items as may be required.

### G6.2 CONTRACT PRICE ADJUSTMENT

All rates submitted shall remain fixed for the first twelve (12) months from the date of the instruction to proceed.

Allowance has been made for an increase in the rates for the ensuing 12 months based on the increase in the CPAP indices for the previous twelve (12) months, for example, if the CPAP indices indicate a 10% increase for the previous twelve months, then all the rates for the following twelve months will be increased by 10% subject to limitations applicable in terms PSG 2.2.3.

### G6.3 PROVISIONAL AMOUNT

#### G6.3.1 **Measurement and Payment for Invoiced Cost of Parts or Service kits or Outwork by Domestic Sub-Contractor**

Provisional amounts have been allowed for the cost and supply of service kits for unspecified equipment and for the cost and supply of parts and/or service kits as well as for outwork carried out under the direction of Contractor (subject to the Departments's Representatives approval) for certain unscheduled or unspecified repairs. Payment will be made for the invoiced cost of such parts service kits or outwork and such invoiced costs shall include the cost of the delivery to the Contractor of such parts service kits or items repaired under outwork. Where the Contractor has repairs done as outwork by Domestic Sub Contractor, he shall ensure that the person/s carrying out such outwork is/are properly qualified and that parts and materials supplied comply with this specification. Furthermore the firm carrying out such outwork shall not be entitled to charge labour or transport rates which exceed those provided by the contractor in the Schedule of Rates. The Contractor shall only be entitled to claim a mark-up on the cost of unspecified parts and materials as reflected on the original invoice of such parts and materials to the firm subcontracted to the Contractor for the execution of such outwork. Wherever outwork is claimed by the contractor, a fully detailed invoice from the firm including hours worked and kilometres travelled together with appropriate rates, parts and materials supplied etc. shall be appended to the claim and no payment shall be made to the Contractor where

the details given are insufficient or the charges do not comply with the above specification. Should the Department not be satisfied with the quality or invoiced cost of any or service kits, parts or outwork he may instruct the Contractor to change his source of supply for obtaining such parts, service kits or outwork. Alternatively he may instruct the Contractor to change his supplier of parts, service kits or outwork to a Supplier of the Department's choosing. Any discounts obtained from the supplier of service kits and parts which are reflected on the invoice are to the Employer's benefit and the Contractor shall not be entitled to the discounts. The Contractor is to ensure that maximum discounts are obtained in all instances. Should the Department's Representative not be satisfied with pricing of parts or services from any supplier, or for any other reason which he considers necessary, he shall be entitled to instruct the Contractor to change to an alternative supplier who may or may not be nominated by the Department. Where it is learned that there is any irregularity regarding discounts obtained from suppliers or any other irregularity or vested interest of the Contractor with such a supplier of parts or services, this may be regarded as cause for immediate termination of the Contract.

Where through family, personal contact or other association, the Contractor has any financial or other interest in firms which are suppliers of, and where he considers that the Employer would benefit from obtaining the supply parts, materials and services to the Contract from such a supplier, and should the Employer be convinced that it is in the interest of the Employer to obtain the services from such a firm, he may obtain the written approval of the Employer to use the services of such a firm, provided that full written disclosure of the nature of the Contractor's interest in the firm is first made. The Employer are not bound to provide approval and no reasons shall be given, nor discussion be entered into should such approval be withheld.

### **G6.3.2 Replacement of Refrigeration, Heating and Ventilation Equipment**

#### **G6.3.2.1 General**

Allowance has been made in the schedule of quantities for the replacement of various types of equipment. These items may not cover all the quantities or types of plant that require replacing.

A provisional amount has therefore been set aside for the replacement of equipment representing additional capital investment by the Department of Public Works & Infrastructure, which are maintained under the Contract, and which require replacement because the item/s are beyond economical repair. The Contractor will arrange for the obtaining of suitable quotations, purchase, supply and temporary storage if required, transportation to site, installation commissioning of equivalent item/s all to the Department's prior approval.

#### **G6.3.2.2 Measurement and Payment**

Payment will be made in accordance with the rates in the schedule under the specific provisional amount set aside for replacement of refrigeration, heating and ventilation components.

#### **G6.3.2.3 Scheduled Items**

G6.3.2.3.1	Replacement of refrigeration, heating and ventilation equipment	Unit: Sum
G6.3.2.3.2	Contractor Profit and Charges on Replacement of Refrigeration, heating and ventilation equipment	Unit : %

### **G6.3.3 Measurement and Payment for Cleaning, De-rust and Spray Paint Equipment**

Provisional amounts have been allowed for spray painting of the various refrigeration, heating and ventilation items in accordance with the relevant rates submitted in the Schedule of quantities shall include for the transportation to and from site of all staff materials and equipment required for the carrying out of the work. Competent staff, all paint and consumables (thinners abrasives etc.), equipment, accommodation for staff during the operation (if required) or any other item or thing necessary for the satisfactory completion of the work in accordance with PSC4.11 shall be supplied and arranged by the Contractor.

#### **G6.3.3.1 Scheduled Items**

G6.3.3.1.1 Spray Painting of refrigeration, heating and ventilation equipment Unit : No

### **G6.3.4 Contractors Profit and Charges**

#### **G6.3.4.1 Measurement and Payment**

The rate (expressed as a percentage of the invoiced cost) tendered and paid for the Contractor's profit and charges shall cover the Contractor's profit and all other costs for the provision of the service kits, parts and services and/or the costs of complying with the obligations liabilities, risks and requirements associated with such service kits, parts and services.

#### **G6.3.4.2 Scheduled items**

G6.3.4.2.1		Contract Price
Adjustment	Unit : Sum	

G6.3.4.2.2	Provisional Sums for the invoiced cost of parts	Unit : Sum
------------	---	------------

G6.3.4.2.3	Contractor's Profit and Charges	Unit : %
------------	---------------------------------	----------

### **G6.3.5 Transportation of Items of Refrigeration, Heating and Ventilation Equipment from the Site to a Workshop or as Otherwise Directed by the Department or Department's Representative where the Repairs cannot be carried out on the Site.**

#### **G6.3.5.1 General**

This item is for rates for the disassembly, loading at the site from the unit's base facility, to the vehicle provided by the Contractor or Sub Contractor, and thereafter transportation to the specific workshop or other facility as directed by the Department or Department's Representative, and unloading at the required destination, and the consequent return loading, transportation and reassembly at site. All supervision, labour, and other costs are to be included in the rates.

#### **G6.3.5.2 Measurement & Payment**

G6.3.5.2.1 Transportation Charge

Payment will be made in accordance with the rates in the schedule under the specific provisional amount set aside for Transportation of items of refrigeration, heating and ventilation equipment. The

rates for transportation shall be deemed to include the cost of the provision and running of the vehicle, all staff and labour costs, overheads and any other cost associated with the transportation of the specific unit.

#### G6.3.5.2.2 Fixed off site Transportation Charge

The fixed transportation charge will include for all dismantling, disconnections, demolition or any other activity required to enable the contractor to transport the equipment. All crane, labour, lifting and other charges involved with loading at the site of the item to be transported and the unloading thereof at the destination and any other fixed transportation charges as the Contractor may require in the complete and safe transportation of the item in respect of which the rate is submitted.

#### G6.3.5.2.3 Fixed on site Transportation Charge

The fixed transportation charge will include for crane, labour, lifting and other charges involved with loading at the site of the item to be transported and the unloading thereof at the destination. All reassembly, re-connections and any other fixed transportation charges as the Contractor may require in the complete and safe reinstallation on site of the item in respect of which the rate is submitted.

#### G6.3.5.3 **Scheduled Items**

G6.3.5.3.1	Transportation charge	Unit : Km
------------	-----------------------	-----------

G6.3.5.3.2	Fixed off site Transportation Charge	Unit : No
------------	--------------------------------------	-----------

G6.3.5.3.3	Fixed on site Transportation Charge	Unit : No
------------	-------------------------------------	-----------

#### G6.3.6 **Repairs to Refrigeration, Heating and Ventilation Equipment**

##### G6.3.6.1 **General**

Provisional amounts have been set aside in the Schedule of quantities for carrying out of repairs of refrigeration equipment according to rates submitted for the prescribed work activities listed under the relevant item in Schedule 3.

##### G6.3.6.2 **Measurement & Payment**

The rates submitted for prescribed work shall include for all labour, parts & materials required to carry out the repair activity/activities required. Travel (including transport, shipping and courier charges etc.) and accommodation are included elsewhere. Repairs shall be carried out strictly according to manufacturer's specifications.

#### G6.3.7 **Replacement of Refrigeration, Heating and Ventilation Equipment**

##### G6.3.7.1 **General**

Provisional amounts have been set aside in the Schedule of Quantities for the replacement of equipment according to rates submitted for the prescribed work activities listed under the relevant item in Schedule 4.

##### G6.3.7.2 **Measurement and Payment**

The rates submitted for prescribed work shall include for all labour required for the removal of the old equipment, its removal from site, the installation, testing and commissioning of the new item of equipment. Travel, transport and accommodation are included elsewhere. Replacement shall be carried out strictly to manufacturer's specifications.

#### **G6.3.8 Provisional Amounts for Inspection Services**

##### **G6.3.8.1 General**

Provisional amounts have been set aside in the Schedule of quantities for carrying out of individual inspection services in accordance with the requirements set out in PSC4.6 here above on refrigeration, heating and ventilation equipment according to rates (See Item 2.2.1) submitted for the prescribed work activities listed under the relevant item.

##### **G6.3.8.2 Measurement and Payment**

The rates submitted for prescribed work shall include for all labour required to carry out the inspection services required in terms of PSC4.6. Transport and other charges required for the carrying out of the service are to be allowed for under sections 1 and 2 of the Schedule of Quantities.

##### **G6.3.8.3 Scheduled Items**

G6.3.8.3.1	Inspection service of air cooled ducted split air conditioner	Unit : No
G6.3.8.3.2	Inspection service of water cooled packaged air Conditioners	Unit : No
G6.3.8.3.3	Inspection service of split/console/window wall air Conditioners	Unit : No
G6.3.8.3.7	Inspection service of ventilation / extraction fan	Unit : No

#### **G6.3.9 Annual Service of Reciprocating or Semi-Hermetic Compressors and Cooling Towers**

##### **G6.3.9.1 General**

An extra over amount for the annual services to reciprocating or semi hermetic compressors and cooling towers to be carried out by the Contractor is to be provided for under this item should they not be listed in the in Appendix A.

##### **G6.3.9.2 Scheduled Items**

Extra over on bi-annual services for the services to reciprocating or semi hermetic compressors and cooling towers not listed. Unit : No

##### **G6.3.10 Non-Scheduled Items**

G6.3.10.1	<b>General</b>	
		Provisional amounts have been set aside in the Schedule of Quantities for non-scheduled items of plant and equipment.
G6.3.10.2	<b>Measurement and Payment</b>	
		Where non-scheduled items of plant and equipment are required they shall be paid for as proven costs plus Contractor's profit bases. Invoices of the relevant items shall be submitted together with the Contractor's claim.
		Travel, transport and accommodation are included elsewhere.
		Unit : Sum

**G7 LABOUR TIME-BASED CHARGES FOR REPAIRS.**

**G7.1 LABOUR HOUR FOR REPAIRS TO REFRIGERATION, HEATING AND VENTILATION PLANT AND EQUIPMENT AND ANCILLARIES**

**G7.1.1 General**

Labour hours are allowed for qualified artisans and their assistants to carry out repairs and maintenance which cannot be carried out during the additional time for repairs provided during scheduled servicing and which are not listed under the repair sections of the Schedule of Quantities. Such repairs ordered individually in writing by the Department or Department's Representative shall be measured and paid for as hours spent in the carrying out of such minor repairs by a suitably qualified artisan and assistant. Transport and other charges required for the carrying out of the service are to be allowed for under sections 1 and 2 of the Schedule of quantities.

**G7.1.2 Scheduled Items**

G7.1.2.1	Labour Charges	Unit : Hrs
----------	----------------	------------

**G7.1.3 Overtime Charges**

G7.1.3.1	The Contractor will be entitled to charge overtime on a percentage basis for work carried out outside of normal business hours. The percentage shall allow for additional labour rates, supervision costs overheads or any other additional costs incurred by the Contractor for carrying out repairs or other work outside of normal business hours. Overtime charges will only be allowed where prior consent to work overtime from the Department or Department's Representative has been obtained in writing.	
----------	---	--

**G7.1.3.1.1 Scheduled Items**

G7.1.3.1.1.1	Extra over for Saturday and Weekday overtime	Unit : %
--------------	--	----------

G7.1.3.1.1.2	Extra over for Sunday and Statutory Holiday overtime	Unit : %
--------------	--	----------

**G8 COMPULSORY ADDITIONAL INFORMATION**

An additional column has been provided for the tenderer to enter the hours required to complete the type of service under that item and is to include additional hours allowed in the service for minor repairs and maintenance. This information has contractual implications and is also required for scheduling purposes.

# **PART C4: SITE INFORMATION**

## **C4 - SITE INFORMATION**

The Nelson Mandela Academic Hospital (hereinafter NMAH) incorporates Bedford Orthopedic Unit (hereinafter BOU) and Sir Henry Elliot Hospital (hereinafter SHE).

Various kitchen equipment is installed in the main kitchens. It consists of a variety of industrial catering equipment required to prepare a variety of therapeutic meals to patients.

Most of the equipment is aged and beyond economical repair and the institution embarked on a phased approach to renew equipment.

The scope of works on this document pertains scheduled maintenance for Kitchen equipment (Ovens, tilting pans, Stoves, microwaves, freezer and steamer pipes)

Access to the premises will be communicated with departmental responsible personnel.

The site physical address is NELSON MANDELA ACADEMIC HOSPITAL, NO 3 SISSON STREET, FORT GALE, MTHATHA. The main kitchen can be accessed via tarred road. The Hospital has two entrances one on Nelson Mandela drive and one on Sisson Street, Forth Gale.

# APPENDIX C

## INSPECTION REPORT FORM

