

# Maintenance of Coldrooms and Frigdes at Mbombela A (Barberton) Municipality for 12 Months

**TENDER NO: NST23/040** 

TENDER DOCUMENT

#### **AUGUST 2023**

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

NAME OF TENDERER	 
BID AMOUNT	



#### PA 32: INVITATION TO BID **PART A**

YOU ARE HEREBY INVITED TO BID FOR	REQUIREMENT	S OF TH	E (NAME OF DE	PARTMEN	T/ PUBLIC FNTITY	
BID NUMBER: NST23/040	CLOSING		05/09/2023		CLOSING TIME:	11:00
DESCRIPTION Maintenance of Co	oldrooms and	Frigdes	at Mbombel	a A (Bar	berton) Municip	nality for 12 Months
THE SUCCESSFUL BIDDER WILL BE RE	QUIRED TO FILL	IN AND	SIGN A WRITTE	N CONTR	ACT FORM (DPW)	1 GS or DPW04 2 GS
DID KESLONZE DOCOMENTS MAY BE	DEPOSITED IN	THE BID	)		(-,	11 00 01 01 1104.2 00).
BOX SITUATED AT (STREET ADDRESS)						
Nedbank Building,9th floor. 30 I	Brown Street					
Mbombela, 120						
OR POSTED TO:						
Private Bag X1180						
Mbombela 120 SUPPLIER INFORMATION						
						1447511101111111111111111111111111111111
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBE	:R	
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBE	R	
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
	TCS PIN:		OR	CSD No	o:	
SIGNATURE OF BIDDER			DAT	E		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to						
sign this bid; e.g. resolution of						
directors, etc.)						
TOTAL NUMBER OF ITEMS OFFERED				AL BID PR		
BIDDING PROCEDURE ENQUIRIES MAY I	BE DIRECTED TO	).		LICABLE 1	TAXES) R TON MAY BE DIRECT	TED TO
DEPARTMENT/ PUBLIC ENTITY	MEGIED IC	2	CONTACT PE		ION MAT BE DIREC	וופט וט:
CONTACT PERSON				PHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE N			

## **PART B** TERMS AND CONDITIONS FOR BIDDING

E-MAIL ADDRESS

#### **BID SUBMISSION:**

**FACSIMILE NUMBER** 

E-MAIL ADDRESS

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



PA-32: Invitation to Bid

1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
IF 1	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  "HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO ( COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SADOVE.	☐ YES ☐ NO  DBTAIN A TAX COMPLIANCE STATUS /  ARS) AND IF NOT REGISTER AS PER 2.3
	FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID (Well:	INVALID.

- In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.

- All delivery costs must be included in the bid price, for delivery at the prescribed destination.

  The price that appears on this form is the one that will be considered for acceptance as <u>a firm and final offer</u>.

  The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32). Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

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

84 Calendar days



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

# THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:  Maintenance of Coldrooms and Frigdes at Mbombela A (Barberton) Municipality for Months			
Tender no:	NST23/040	Reference no:	
Advertising date:	16/08/2023	Closing date:	05/09/2023

## 1. REQUIRED CIDB GRADING

11:00

Closing time:

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

Validity period:

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of 2 ME PE or select tender value range select class of construction works PE\* or higher.

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

#### 2. RESPONSIVENESS CRITERIA

## 2.1 Substantive responsiveness criteria

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

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

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".

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

#### Administrative responsiveness criteria 2.2

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

1	$\boxtimes$	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2		Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	$\boxtimes$	Submission of (PA-09 (EC)): List of Returnable Documents
4	$\boxtimes$	Submission of (PA-11): Bidder's disclosure.
5	$\boxtimes$	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	$\boxtimes$	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	$\boxtimes$	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	$\boxtimes$	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
9	$\boxtimes$	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
10		Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	$\boxtimes$	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	$\boxtimes$	The contractor is to submit a letter of good standing (COIDA), from the Department of Labour.

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

(Inclusi	ve of all applicable taxes) the s	pecific goals listed	than R2 000, 00 and up to R1 Million below are applicable.
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of



			or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief ir case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or CIPC

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

Serial Specific Goals Documentation to be submitted by Preference No Points Allocated bidders to validate their claim out of 20 1. An EME or QSE which is at 10 ID Copy. least 51% owned by black people. SANAS Accredited BBBEE Certificate/ Sworn Affidavit. CSD Report. CIPC (Company registration) 2. Located in a specific Local Office Municipal Rates Statement. Municipality or District Municipality or Metro or Permission to occupy from local chief in Province area for work to be case of rural areas (PTO). done or services to be rendered in that area. Lease Agreement 3. An EME or QSE which is at ID Copy least 51% owned by women or CSD Report CIPC (Company Registrations)

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

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

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

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
	OR		
5.	An EME or QSE which is at least 51% owned by youth (Mandatory	2	ID Copy or CSD Report Or CIPC

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

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	NB. (The use of this goal is	
	mandatory however the BSC	
	must select either one of the	
- 11	two and not both)	

#### 4. Functionality criteria:

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

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

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

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Total	100 Points
Weights for functionality must add up to 100. Weightings w he total functionality points)	vill be multiplied by the scores allocated during the evaluation process to arrive
Minimum functionality score to qualify for t	further evaluation:

#### 5. BID EVALUATION METHOD

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

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

	90/10 Preference points scoring system	Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R  $50\,000\,000$  is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

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

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

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

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

#### 6.1 Technical risks:

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

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

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".

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Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

# Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

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

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

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

Effective date: March 2023



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

#### 6.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable



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

## 8. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal www.e	atenders any za
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$\boxtimes$	Alternatively; Bid documents may be collected during working hours at the following address 30
	Brown street. A non-refundable bid deposit of R 200 is payable (cash only) on collection of the bid
	documents.

#### 9. SITE INSPECTION MEETING

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

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

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

#### 10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

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

## 11. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

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".

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

#### 12. COMPILED BY:

		9
Name of Project Manager	Signature	Date



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

Project title:	Maintenance of Coldrooms and Frigdes at Mbombela A (Barberton) Municipality for 12 Months	ela A (Barberton) Municipality for 12 M	onths
Tender / quotation no:	NST23/040	Closing date:	05/09/2023
Advertising date:	16/08/2023	Validity period:	84 days

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-ment date	Contractual completion date	Current percentage progress
-						
2						
8						
4						
5						
9						
2	,					
8						

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

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PRESENCE OF ROUTH AFRICA tenderer's projects

Tender no: *NST23/040* 

1.2. Completed projects

T =	Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-ment date	Contractual completion date	Date of Certificate of Practical Completion
7							
က							
4							
5					Κ.		
9						1 1	
7							
∞							
6							

Date
Signature
Name of Tenderer

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

Project title:	Maintenance of Coldro Municipality for 12 Mont	ooms and Frigdes at	Mbombela	A	(Barberton)
Tender / Quote no:	NST23/040	Reference no:			
Receipt Number:					

## 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

<u>Note</u>: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

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

<sup>\*</sup> In compliance with the requirements of the CIDB SFU Annexure G



PA-09 (EC): List of Returnable Documents

Tender no: NST23/040

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

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

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

<u>Note</u>: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

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



Tender no: NST23/040

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

Legal S	Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
If the T	endering Entity is:	
a.	A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b.	A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of:  i. Certificate of Incorporation – CM1;  ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
C.	A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d.	A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e.	A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of:  I the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f.	A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of:  i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g.	A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

#### Signed by the Tenderer:

c		
Name of representative	Signature	Date



## PA-11: BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

YES / NO

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

Full Name	<b>Identity Number</b>	Name of State institution

<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.



2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
	YES / NO
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
	YES / NO
2.3.1	If so, furnish particulars:
3 D	ECLARATION
	I, the undersigned, (name)
3.1 3.2	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



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

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

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

Signature	Date
Position	Name of bidder



	12 Months	Maintenance of Coldrooms and Frigdes at Mbombela A (Barberton) Municipality for 12 Months			
Tender no:	NST23/040		Reference no:		
FFER					
he Employer, identi ocurement of: <i>Main</i>	ified in the acceptance signa tenance of Coldrooms and F	ture bloc	ck, has solicited offers to enter into a the solicited offers to enter into a the solicited of the solicited in the solicited of the solicited	contract for th	
he Tenderer, identific ereto as listed in the	ed in the offer signature block, le returnable schedules, and by	nas exam submittir	ined the documents listed in the tender of this offer has accepted the conditions	data and addend of tender.	
cceptance, the Tend cluding compliance etermined in accorda	derer offers to perform all of the with all its terms and condition ance with the conditions of con-	he obligans accord tract iden		nder the contract an amount to be	
HE TOTAL OFFER I	INCLUSIVE OF ALL APPLICABL nt insurance fund contributions and	E TAXES I skills dev	(All applicable taxes" includes value- added telopment levies) IS:	tax, pay as you earı	
Rand (in words):					
Rand in figures:	R				
he award of the tender m	ay be subjected to further price negotions as a firm and final offer.	iation with t	he preferred tenderer(s). The negotiated and agre	ed price will be	
nis offer may be accuturning one copy of nereupon the Tende ontract data.	this document to the Tenderei erer becomes the party named	r before t d as the	acceptance part of this form of offer and he end of the period of validity stated in Contractor in the conditions of contrac	the tender data tidentified in the	
nis offer may be accuturning one copy of nereupon the Tende ontract data.  HIS OFFER IS MADI	this document to the Tenderer erer becomes the party named E BY THE FOLLOWING LEGA	r before t d as the	he end of the period of validity stated in Contractor in the conditions of contrac FY: (cross out block which is not application)	the tender data tidentified in the	
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his offer may be accuturning one copy of the Tende entract data.  HIS OFFER IS MADI Company or Close Company	this document to the Tendered refer becomes the party named between the party named by th	AL ENTI	he end of the period of validity stated in Contractor in the conditions of contractor.  FY: (cross out block which is not applicate Natural Person or Partnership:  Whose Identity Number(s) is/are:	the tender data t identified in the able)	
his offer may be accuturning one copy of the Tende on the Tende on tract data.  HIS OFFER IS MADIO Company or Close Company o	this document to the Tendered refer becomes the party named between the party named by th	r before t d as the	he end of the period of validity stated in Contractor in the conditions of contractor.  FY: (cross out block which is not applicated Natural Person or Partnership:  Whose Identity Number(s) is/are:	the tender data t identified in the able)	
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nis offer may be accuturning one copy of nereupon the Tende ontract data.  HIS OFFER IS MADI Company or Close Registration And: Whose Income T	this document to the Tendered refer becomes the party named between the party named by th	AL ENTI	he end of the period of validity stated in Contractor in the conditions of contractor.  FY: (cross out block which is not applicate Natural Person or Partnership:  Whose Identity Number(s) is/are:  Whose Income Tax Reference Number is/	the tender data tidentified in the able)	
nis offer may be accuturning one copy of nereupon the Tende ontract data.  HIS OFFER IS MADI Company or Close Registration And: Whose Income T	this document to the Tendered erer becomes the party named EBY THE FOLLOWING LEGAL proporation:  ion Number is:  fax Reference Number is:	AL ENTI	he end of the period of validity stated in Contractor in the conditions of contractor.  FY: (cross out block which is not applicate Natural Person or Partnership:  Whose Identity Number(s) is/are:  Whose Income Tax Reference Number is/	the tender data t identified in the able)	

<sup>\*</sup>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 "Tenderer".

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

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For Internal & External Use



of Offer and Acceptance

DPW-07 (EC): Form

Tender no: NST23/040

#### AND WHO IS:

	do so, by: Note:	
Mr/Mrs/Ms:	Members / Partners of the La	ney, signed by all the Directors egal Entity must accompany the
In his/her capacity as:		mative to make this oner.
GNED FOR THE TENDERER:		
Name of representative	Signature	Date
TNESSED BY:		
Name of witness	Signature	Date
vn alternative (only if documentation makes pro	vision therefore)	are to be completed for the main and for each alternative offer)
the Tenderer accepts that in respect of contracts under the VAT) will be applicable and will be deducted by the	up to R1 million, a payment reduction** of 5% ne Employer in terms of the applicable conditi	the main and for each alternative offer)  of the contact value (excluding ons of contract
the Tenderer accepts that in respect of contracts of VAT) will be applicable and will be deducted by the	up to R1 million, a payment reduction** of 5% ne Employer in terms of the applicable conditierer offers to provide security as indicated be	the main and for each alternative offer)  of the contact value (excluding ons of contract
the Tenderer accepts that in respect of contracts of VAT) will be applicable and will be deducted by the in respect of contracts above R1 million, the Tenders	up to R1 million, a payment reduction** of 5% ne Employer in terms of the applicable conditierer offers to provide security as indicated be cluding VAT)	the main and for each alternative offer)  of the contact value (excluding one of contract
the Tenderer accepts that in respect of contracts of VAT) will be applicable and will be deducted by the in respect of contracts above R1 million, the Tender (1) cash deposit of 10 % of the Contract Sum (except)	up to R1 million, a payment reduction** of 5% ne Employer in terms of the applicable condition erer offers to provide security as indicated be cluding VAT)  Contract Sum (excluding VAT)	the main and for each alternative offer)  of the contact value (excluding one of contract elow:
the Tenderer accepts that in respect of contracts of VAT) will be applicable and will be deducted by the in respect of contracts above R1 million, the Tender (1) cash deposit of 10 % of the Contract Sum (except) variable construction guarantee of 10 % of the	up to R1 million, a payment reduction** of 5% ne Employer in terms of the applicable condition erer offers to provide security as indicated be cluding VAT)  Contract Sum (excluding VAT)  d in the payment certificate (excluding VAT)	the main and for each alternative offer)  of the contact value (excluding one of contract elow:  Yes No Yes No
the Tenderer accepts that in respect of contracts of VAT) will be applicable and will be deducted by the in respect of contracts above R1 million, the Tender (1) cash deposit of 10 % of the Contract Sum (except) variable construction guarantee of 10 % of the (3) payment reduction of 10% of the value certified (4) cash deposit of 5% of the Contract Sum (exclusive constructions).	up to R1 million, a payment reduction** of 5% ne Employer in terms of the applicable condition erer offers to provide security as indicated be cluding VAT)  Contract Sum (excluding VAT)  d in the payment certificate (excluding VAT)  riding VAT) and a payment reduction of 5% (excluding VAT)	the main and for each alternative offer)  of the contact value (excluding one of contract slow:  Yes No Yes No Yes No Yes No
the Tenderer accepts that in respect of contracts of VAT) will be applicable and will be deducted by the in respect of contracts above R1 million, the Tender (1) cash deposit of 10 % of the Contract Sum (except) variable construction guarantee of 10 % of the (3) payment reduction of 10% of the value certified (4) cash deposit of 5% of the Contract Sum (exclusion of the value certified in the payment certificate (5) fixed construction guarantee of 5% of the Contract Sum (exclusion of the value certificate)	up to R1 million, a payment reduction** of 5% ne Employer in terms of the applicable condition erer offers to provide security as indicated be cluding VAT)  Contract Sum (excluding VAT)  d in the payment certificate (excluding VAT)  dding VAT) and a payment reduction of 5% (excluding VAT)  cract Sum (excluding VAT) and a payment yment certificate (excluding VAT)  are company duly registered in terms of the Insural 135 of 1998) or by a bank duly registered in terms	the main and for each alternative offer)  of the contact value (excluding one of contract slow:  Yes No Yes

<sup>\*</sup>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 "Tenderer".

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

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of Offer and Acceptance

DPW-07 (EC): Form

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Other Contact Details of the Tenderer are:	
Telephone No	Cellular Phone No
Fax No	
Postal address	
Banker	Branch
Registration No of Tenderer at Department of Lal	oour

#### **ACCEPTANCE**

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

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

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Name of sign	atory	Signature	Date
Name of Organisation:	Department of Publi	c Works and Infrastructure	
Address of Organisation:			

THEOSED D1.		
Name of witness	Signature	Date

<sup>\*</sup>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".

<sup>\*\*</sup>Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention" For Internal & External Use



of Offer and Acceptance

DPW-07 (EC): Form

Tender no: NST23/040

Schedule of Deviations

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

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

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

#### Notes

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

<sup>\*</sup>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".

<sup>\*\*</sup>Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention" For Internal & External Use



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

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

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

#### 1. GENERAL CONDITIONS

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

## 1.2 Preference Points System to be applied

(Tick whichever is applicable).

- ☑The applicable preference point system for this tender is the 80/20 preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender shall be awarded for:
- 1.3.1 Price; and
- 1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	⊠ 80/20 □ 90/10
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

## 1.5 Breakdown Allocation of Specific Goals Points

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

#### All Acquisitions

#### Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>black people</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)

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

1.5.2 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:

## All Acquisitions

#### Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or
			CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work	2	Office Municipal Rates Statement
	to be done or services to be rendered in that area		0r
			Permission To Occupy from local chief in case of rural areas (PTO)
			Or
			Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	ID Copy
	acrease 5170 owned by women		Or
			CSD Report
			Or
			CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with	2	Medical Certificate
	disability		Or
-			South African Social Security Agency (SASSA) registration
			Or
			National Council for Persons
			with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	ID Copy
			Or
			CSD Report
			Or
			CIPC (company registration)

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

#### All Acquisitions

#### Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically</b>	4	ID Copy
	Disadvantaged Individuals (HDI)		Or
			SANAS Accredited BBBEE Certificate or sworn affidavit where applicable
			Or
			CSD Report
			Or
			CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement Or
	in that area		Permission To Occupy from local chief in case of rural areas (PTO)
			Or
			Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	ID Copy
			Or
			CSD Report
			Or
			CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with	2	Medical Certificate
	disability		Or

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

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

#### 2. **DEFINITIONS**

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

5 of 2000).

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - rac{Pt - P\,min}{P\,min}
ight)$$
 or  $Ps = 90\left(1 - rac{Pt - P\,min}{P\,min}
ight)$ 

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1 + rac{Pt - P\,max}{P\,max}
ight)$$
 or  $Ps = 90\left(1 + rac{Pt - P\,max}{P\,max}
ight)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	4	10		
2. <b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	4		

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

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

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

d at		(place)	
		(date)	
SOLVED that:			
The Enterprise submits a Bid / Ter	nder to the Department	of Public Works in	respect of the following project
	ocument)		
Bid / Tender Number:		(Bid / Tender	Number as per Bid / Tender Documer
*Mr/Mrs/Ms:			
in *his/her Capacity as:			(Position in the Enterprise
and who will sign as follows:			
above.			
Name		Capacity	Signature
Name		Capacity	Signature
Name		Capacity	Signature
Name 1		Capacity	Signature
Name 1 2 3		Capacity	Signature
Name 1 2 3 4		Capacity	Signature
Name  1 2 3 4		Capacity	Signature
Name  1 2 3 4 5 6		Capacity	Signature
Name  1 2 3 4 5 6 7		Capacity	Signature
Name  1 2 3 4 5 6 7 8		Capacity	Signature
Name  1 2 3 4 5 6 7 8 9 0		Capacity	Signature
Name  1 2 3 4 5 6 7 8 9 0 1		Capacity	Signature
Name  1 2 3 4 5 6 7 8 9 0 1 1 2		Capacity	Signature
Name  1 2 3 4 5 6 7 8 9 10 11 12 13		Capacity	Signature
Name  1 2 3 4 5 6 7 8 9 0 1 1 2		Capacity	Signature



signatures must be supplied on a separate page.

#### PA-15.1: Resolution of Board of Directors

17			-4
18			
19			
20			

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

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



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

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of: (Legally correct full name and registration number, if applicable, of the Enterprise) (place) **RESOLVED** that: 1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises: (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture) to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number: \_\_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document) \*Mr/Mrs/Ms: in \*his/her Capacity as: \_\_\_\_\_\_ (Position in the Enterprise) and who will sign as follows: be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above: Physical address: (code)



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

Postal Address:		
	(code)	
Telephone number:		
Fax number:		

	Name	Capacity	Signature
1			
2			
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4			
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14			
15			

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

#### Note:

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

  Should the number of Directors / Members / Partners exceed the space available above, additional names and
- exceed the space available above, additional names and signatures must be supplied on a separate page.

ł .			
5			

**ENTERPRISE STAMP** 



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

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture) Held at \_\_\_\_\_ (place) **RESOLVED** that: **RESOLVED** that: The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

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

(Project description as per Bid /Tender Document)



#### PA-15.3: Special Resolution of Consortia or Joint Ventures

В.	*Mr/Mrs/Ms:	
	in *his/her Capacity as:	(Position in the Enterprise)
	and who will sign as follows:	
	connection with and relating to the Bio	ne Bid, and any and all other documents and/or correspondence in d, as well as to sign any Contract, and any and all documentation, the Enterprises in Consortium/Joint Venture mentioned above.
C.	The Enterprises constituting the Consc all business under the name and style	ortium/Joint Venture, notwithstanding its composition, shall conduct of:
D.	the obligations of the Consortium/Joint	int Venture accept joint and several liability for the due fulfilment of Venture deriving from, and in any way connected with, the Contract spect of the project described under item A above.
E.	agreement, for whatever reason, sha Notwithstanding such decision to term	Im/Joint Venture intending to terminate the consortium/joint venture all give the Department 30 days written notice of such intention. inate, the Enterprises shall remain jointly and severally liable to the ne obligations of the Consortium/Joint Venture as mentioned under
F.	Enterprises to the Consortium/Joint V	int Venture shall, without the prior written consent of the other enture and of the Department, cede any of its rights or assign any um/joint venture agreement in relation to the Contract with the
G.		cilium citandi et executandi of the Consortium/Joint Venture for all /joint venture agreement and the Contract with the Department in ove:
	Physical address:	
	-	
		(Postal code)
	Postal Address:	
		(Postal code)
	Telephone number:	



#### PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
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11			
12			
13			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

#### Note:

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



# PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: NS723/040

□ Non EME/
1 GSE2
□ EME
rer
f Tender
Name o

QSE (tick applicable box)

% □ **%** % □ % □ **%** □ **%**□ **%** □ **%** □ **%**□ **%** □ **%** □ ☐ Yes ☐ No ndicate if military /eteran ☐ Yes [ □ Yes о П <u>⊃</u> 0 □ R □ UD □ T □ U  $\supset$ Developed Area (UD) / Township (T) / Urban Indicate if living in Rural (R) / Under T | OU | R | UD | T R | UD | T R | UD | T T | OU | T | OU | LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS. 2 <u>~</u> œ œ œ °N □ °N □ % □ °N □ % □ % □ % □ % □ °N □ % □ <sup>o</sup>N person with disability Indicate if □ Yes ☐ Yes □ Yes °N □ % % **%** □ ° | °N □ ° □ % □ °N □ ° □ °N □ Indicate if woman ☐ Yes ☐ Yes ☐ ☐ Yes ☐ Yes ☐ ☐ Yes ☐ ☐ Yes ☐ Yes ☐ Yes ☐ Yes ☐ Yes ☐ Yes □ Yes No °N □ % □ °N □ % □ °N □ °N □ °N □ °N □ °N □ % % □ Indicate if youth □ Yes Yes ☐ Yes □ Yes ☐ Yes □ Yes ☐ Yes ☐ Yes □ Yes □ Yes □ Yes □ Yes ° □ % □ ° | ° | °N □ °N □ % □ **№** °N □ **%** □ **№** ☐ Yes ☐ No Black □ Yes ☐ Yes □ Yes ☐ Yes Percentage owned % % % % % % % % % % % % and Citizenship## Passport number Identity/ Name and Surname 10 7 7 Ψ. 2  $\dot{\omega}$ 5 6 7 ω ത് 4.

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

##

<sup>&</sup>lt;sup>1</sup> EME: Exempted Micro Enterprise <sup>2</sup> QSE: Qualifying Small Business Enterprise



# PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: NST23/040

## **DECLARATION:**

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

The information and particulars contained in this Affidavit are true and correct in all respects;  $\alpha$ 

The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents,

The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer

The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein; 2

Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

# Signed by the Tenderer

Name of representative	Signature	Date	



#### public works & infrastructure

#### Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA

Maintenance of Coldrooms and Fridges at Mbombela A (Barberton) Municipality for 12 Cluster Area:

Tender No:

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

#### **Summary Table**

#### <u>Totals</u>

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

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

- a) to cede, assign and transfer its right, title and interest in the provision of *Maintenance of* Coldroom and Fridges to the Department of Correctional Services;
- b) notify the Service Provider of such cession to ensure that the performance of the payment for services rendered are recovered from the respective Department

Bidder Signature	Date

Bill No 1: Preliminaries and General

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

Bill No 2: Servicing

Item no.	Item Description	Interval	Unit measure	Unit QTY	Rate	Total
	s as per Technical Specification. Sum on sport and equipment required to com		low shall I	oe inclusive	e of all labo	our, supplies,
Routing pre	eventive maintenance and duties to be	conducted as spec	cified in te	chnical spe	cification	FA11.02
	T T					
2.1	Cold Room	quarterly	no	14		
		bi-annual	no	14		
		annual	no	14		
2.2	Freezer Room	quarterly	no	5		
		bi-annual	no	5		
		annual	no	5		

Bill No 3: Repairs

	Description	Unit Measure	Unit	Unit Rate	Amount
Supply	rates as per Technical Specification. Sum given	in the bill below	shall be	e inclusive of all labou	r, supplies, material.
3.1	Cold & Freezer Room installation: Cold &				, , , , , , , , , , , , , , , , , , , ,
	Freezer room apitures				
211	Poplace avenerator for				
3.1.1	Replace evaporator fan	no	6		
312	Replace evaporator complete	no	2		
0	replace traporator complete	110			
3.1.3	Replace drain heater rope element	no	6		
3.1.4	Replace drain pipe				
	20mm PVC	m	20		
	40mm PVC	m	20		
315	Replace door seal		40		
5.1.5	Treplace door seal	no	12		
3.1.6	Replace door hinges	no	14		
		110	17		
3.1.7	Replace door handle (external)	no	12		
3.1.8	Replace emergency door push handle (Internal)	no	12		
0.4.0					
3.1.9	Replace drain Pan	no	4		
3 1 10	Replace evaporator fan safety cowling		-		
3.1.10	Replace evaporator fart safety cowling	no	4		
3.1.11	Replace complete door inclusive of hinges, door	no			
0.1.17	seal and door handles	110	5		
3.1.12	Replace door architrave complete				
	Aluminium	no	1		
	Wood	no	1		
2 4 40					
3.1.13	Replace freezer door heating strip	no	3		
3.2	Cold & Freezer Room installation: Cold &				
- 1	Freezer compressor room apitures				
	Replace condesing unit fan	no	6		
3.2.2	Repalace regrigerant piping				
	1/4	m	20		
	3/8	m	20		
-	1/2	m	20		
	9/16	m	20		
-	5/8	m	20		
323	Replace in line dryer		-		
	1/4	no	5		
	3/8	no	5		
	1/2	no	5		
	9/16	по	5		
	5/8	no	5		
20:	D				
3.2.4	Repalce inline refrigerant sight glass				
	1/4	no	5		
-	3/8	no	5		
	1/2 9/16	no	5		
	5/8	no no	5		
	3/0			orward	

Item [	Description	Unit Measure	Unit QTY	Unit Rate	Amount
		В	rought F	orward	
3.2.5 F	Replace compressor oil heater	no	5		
000 5					
3.2.6 F	Replace compressor oil	lt	50		
227 0	Daniese condesies ceil consulete				
3.2.1	Replace condesing coil complete	no	1		
220 5	Replace compressor complete (Inclusive of				
	removal, system vacum and recharde with				
	efrigerant)				
	1,5HP (2,52kW) @ -5°C	200	5		
	2,3HP (4,45kW) @ -5°C	no no	5		
_	4,2HP (8,07kW) @ -5°C	no	5		
	6HP (11,45kW) @ -5°C	no	5		
	8,3HP (15,7kW) @-5°C	no	5		
	10.4HP (20,08kW) @-5°C	no	5		
	12HP (23,38kW) @-5°C	no	5		
	12111 (20,00011) @ 0 0	110			
r	Replace compressor complete (Inclusive of emoval, system vacum and recharde with efrigerant)				
	1,8HP (1,7kW) @ -25°C	no	2		
	2,3HP (3,17kW) @ -25°C	no	2		
	4,2HP (4,89kW) @ -25°C	no	2		
	7,3HP (7,55kW) @ -5°C	no	2		
	8,3HP (10,4kW) @-25°C	no	2		
3.2.10 F	Replace refrigerant inclusive of system vacuum				
	R404 Refrigerant	Kg	100		
	R410 Refrigerant	Kq	100		
	R507 Refrigerant	Kg	100		
		1,19			
3.2.11 F	Replace HP/LP pressure regulator control	no	2		
	Replace temperature guage	no	5		
	Replace thermostate	no	6		
			0		
	Cold & Freezer Room installation: Cold & Freezer room Electrical associated				
3.3.1 R	Replace circuit breakers				
17	0amp Single Pole	no	5		
	5amp Single Pole	no	5		
2	5amp Single Pole Coamp Single Pole	no no	5 5		
2	5amp Single Pole Damp Single Pole Samp Single Pole	no no no	5 5 5		
2 2 3	5amp Single Pole 20amp Single Pole 25amp Single Pole 20amp Single Pole	no no no no	5 5 5 5		
2 2 3 4	5amp Single Pole 20amp Single Pole 20amp Single Pole 20amp Single Pole 20amp Single Pole 55amp Single Pole	no no no no	5 5 5 5 5		
2 2 3 4 2	5amp Single Pole 20amp Single Pole 25amp Single Pole 30amp Single Pole 30amp Single Pole 55amp Single Pole 25amp Double Pole	no no no no no	5 5 5 5 5		
2 2 3 4 2 3	5amp Single Pole Clamp Single Pole Samp Single Pole Odamp Single Pole Samp Single Pole Samp Double Pole Odamp Double Pole	no no no no no no	5 5 5 5 5 5		
2 2 3 4 2 3 4	5amp Single Pole (Damp Single Pole (Samp Single Pole (Damp Single Pole (Damp Single Pole (Damp Single Pole (Samp Double Pole (Damp Double Pole (Damp Double Pole (Damp Double Pole	no no no no no no no	5 5 5 5 5 5 5		
2 2 3 4 2 3 4 6	5amp Single Pole 10amp Single Pole 15amp Single Pole 10amp Single Pole 10amp Single Pole 15amp Single Pole 15amp Double Pole	no no no no no no no	5 5 5 5 5 5 5 5 5		
2 2 3 4 2 3 4 6	5amp Single Pole (Damp Single Pole (Samp Single Pole (Damp Single Pole (Damp Single Pole (Damp Single Pole (Samp Double Pole (Damp Double Pole (Damp Double Pole (Damp Double Pole	no no no no no no no	5 5 5 5 5 5 5 5 5 5 5		
2 2 3 4 2 3 4 6 6	5amp Single Pole 10amp Single Pole 15amp Single Pole 10amp Single Pole 10amp Single Pole 15amp Single Pole 15amp Double Pole 15amp Double Pole 15amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage	no no no no no no no	5 5 5 5 5 5 5 5 5		
2 2 3 4 2 3 4 6 6	5amp Single Pole 10amp Single Pole 15amp Single Pole 10amp Single Pole 10amp Single Pole 15amp Single Pole 15amp Double Pole 15amp Earth Leakage	no no no no no no no no no no	5 5 5 5 5 5 5 5 5 5 5 5 5		
2 2 3 4 2 3 4 6 6 6	5amp Single Pole 10amp Single Pole 15amp Single Pole 10amp Single Pole 10amp Single Pole 10amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Three pole contactors 15amp Double Pole	no n	5 5 5 5 5 5 5 5 5 5 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 6 5 3.3.2 R 1 3	5amp Single Pole 10amp Single Pole 15amp Single Pole 10amp Single Pole 10amp Single Pole 10amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Triple Pole Triple Pole Main Switch 10amp Triple Pole Contactor, 220VAC	no n	5 5 5 5 5 5 5 5 5 5 7 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 6 3 3 3 2 R 1 3 3	5amp Single Pole 10amp Single Pole 15amp Single Pole 10amp Single Pole 10amp Single Pole 10amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Three pole contactors 15amp Double Pole	no n	5 5 5 5 5 5 5 5 5 5 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 3 3 3 2 R 1 3 3 3	5amp Single Pole 10amp Single Pole 15amp Double Pole 15amp Triple Pole main switch 10amp Earth Leakage 16app Single Pole Contactor 16app Single Pole Contactor 16app Single Pole 16app Single Po	no n	5 5 5 5 5 5 5 5 5 5 7 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 3 3 3 2 R 1 3 3 3	5amp Single Pole 10amp Single Pole 15amp Double Pole 15amp Triple Pole main switch 15amp Earth Leakage 15amp triple Pole contactor 15amp three pole contactor, 220VAC	no n	5 5 5 5 5 5 5 5 5 5 5 7 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 3 3 3 2 R 1 3 3 3	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor 10amp three pole contactor, 220VAC	no n	5 5 5 5 5 5 5 5 5 5 5 7 7 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 3 3 3 2 R 1 3 3 3	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole contactor, 220VAC	no n	5 5 5 5 5 5 5 5 5 5 5 7 7 7 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 3 3 3 2 R 1 3 3 3	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole contactor, 220VAC	no n	5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 3 3 3 2 R 1 3 3 3	5amp Single Pole 10amp Single Pole 15amp Double Pole 15amp Triple Pole main switch 15amp Earth Leakage 16amp Triple Pole contactor, 220VAC 16amp three pole contactor, 25amp three pole contactor, 25a	no n	5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7		
2 2 2 3 3 4 4 2 2 3 3 4 4 6 6 6 6 3 3 3 2 R 1 3 3 3	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole contactor, 220VAC	no n	5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7		
2 2 3 3 4 4 6 6 6 6 6 3.3.2 R 3 3 3 3 3.3.3 R	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole	no n	5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7		
2 2 3 3 4 4 6 6 6 6 6 3.3.2 R 3 3 3 3 3.3.3 R	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole contactor, 220VAC 1	no n	5 5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7 7 7 7		
2 2 3 3 4 4 6 6 6 6 6 3.3.2 R 3 3 3 3 3.3.3 R	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole	no n	5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7 7		
2 2 3 3 4 4 6 6 6 6 6 3.3.2 R 1 1 1 3 3 3 3 3.3.3 R	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole	no n	5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7 7 7 15 15 15 15		
2 2 3 3 4 4 6 6 6 6 6 3.3.2 R 1 1 1 3 3 3 3 3.3.3 R	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp three pole contactor, 220VAC 10amp three pole contactor, 220V	no n	5 5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7 7		
2 2 3 3 4 4 6 6 6 6 6 3 3 3 3 3 3 3 3 3 8	5amp Single Pole 10amp Double Pole 10amp Double Pole 10amp Double Pole 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole main switch 10amp Earth Leakage 10amp Triple Pole contactor, 220VAC 10amp three pole	no n	5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 7 7 7 15 15 15 15		

Item	Description	Unit Measure	Unit	Unit Rate	Amount
_			QTY		
		В	rought Fo	orward	
3.4	Refrigerant Pipe Insulation				
3.4.1	Remove existing damaged insulation and replace with new a per existing. 3/8 to 5/8 internal diameter	m	30		
3.4.2	Replace lagging to refrigerant pipe work	m	25		
3.5	Bracketing				
0.5.4					
3.5.1	Repair bracketing to existing refrigerant piping. This shall include removal of existing bracket, replacing with new bracket including fixing hangers and all required fittings and making good of lagging and cladding.	number	20		
0.5.0					
3.5.2	Replace eye bolts on existing pole supports.	number	30		
3.6	Waste removal, recycling and disposal				
3.6.1	All waste materials and liquids to be removed from site in a timely fashion such that accumulation of waste does not inconvenience the customer.  Wherever possible waste material will be recycled.	sum	-		
3.7	Painting				
	Scrape dow and refurbish paint work as follows				
3.7.1	Cold Room walls	m <sup>2</sup>	10		
3.7.2	Freezer Room walls	m <sup>2</sup>	10		
3.8	Corrosion Protection				
	Spray two coats corrosion protection on following equipment				
	Condesing Coils (Equal to Blue Guard)	sum	-		
3.8.2	Body parts (Transparent in colour)	sum	-		
3.8.3	Electrical components (Approved protection for electrical components (Transparent in colour)	sum	-		

Bill No 4: Provisions

Item no.	Item Description	Unit	QTY		Rate		Total
	Labour- for all areas.			-			
	The rates for labour will be deemed to include for statutory minimum labour rates						
	Working hours (7:30-16:30)			-			
4.1	Technician	R/hr	1	1			· · · · · · · · · · · · · · · · · · ·
4.2	Technician Assistant	R/hr	1				
	After Hours (17:00-7:00)	-	-				
4.3	Technician	R/hr	1				
4.4	Technician Assistant	R/hr	1				
	Transport						
4.5	LDV transport	R/Km	1				
	Starting point for Ehlanzeni Region sites is Nelpruit Post Office Starting point for Nkangal Region sites is Witbank Post Office						
	Starting point for Gert Sibande Region sites is Ermelo Post Office						
	Non- scheduled materials			-			
4.6	Allow for the amount of R 150,000,00 for the provisional cost of non-scheduled material that may be used. The above labour and transport rates will apply. Supplier material slip to be provided	sum	1	R	125 000,00	R	125 000,0
4.7	Percentage mark- up on non schedule materials that may be used. (Percentage	Guill			120 000,00		120 000,0
	(%)	%	20%	R	25 000,00	R	25 000,0
	Total carried to Summary page						

Bill No 5 EPWP

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

### Mainteinance of Coldrooms and Fridges at Mbombela A Municipality for 12 Months

Site Name	Description	QTY
Barberton SANDF	Freezer	1
	Cold Room	2
Barberton DCS	Freezer	1
	Cold Room	12



#### DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

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

#### **TECHNICAL SPECIFICATION FA**

#### **CONTENTS**

FΑ	Ω1	SCORE
FΑ	UT	SCOPE

- FA 02 STANDARD SPECIFICATIONS
- FA 03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS
- FA 04 MAINTENANCE MANUALS
- FA 05 LOGGING AND RECORDING PROCEDURES
- FA 06 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK
- FA 07 QUALITY ASSURANCE SYSTEM
- FA 08 COMMISSIONING AND RE-COMMISSIONING OF PLANT AND INSTALLATION
- FA 09 GUARANTEE OF INSTALLATION AND EQUIPMENT
- FA 10 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT
- FA 11 MAINTENANCE TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

#### FA 01 SCOPE

- (a) This specification covers the general term contract for the refrigeration systems which include the following:
  - (i) Cold Rooms
  - (ii) Freezers
  - (iii) Box Freezers
- (b) This specification also covers the term contract to the following ancillary refrigeration systems:
  - (i) Refrigerant handling
  - (ii) Instrumentation and controls
  - (iii) Electrical control panel
  - (iv) Spares and tooling
  - (v) Insulation and cladding
  - (vi) Ladders and landings.
- (d) This specification shall form an integral part of the term contract for the contract document, and shall be read in conjunction with the additional and particular specifications compiled as part of this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### FA 07 QUALITY ASSURANCE SYSTEM

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

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

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

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

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

The Contractor shall submit a full commissioning report.

#### FA 09 GUARANTEE OF INSTALLATION AND EQUIPMENT

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

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

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

During the term contract all the systems, installations and equipment shall be repaired as specified in the Particular Specification. This repair work shall include but no be limited to the specified Particular Specification details.

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

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

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

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

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

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

#### FA 11.01 GENERAL

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

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

This part of the Contract shall include:

- (a) Routine preventative maintenance;
- (b) Corrective maintenance, and
- (c) Breakdown maintenance.

as defined in General Maintenance, for the specified installations described under FA 01 of this specification.

The maintenance work to be performed and executed shall be done strictly in accordance with Additional Specification SA: General Maintenance, and as specified in Particular Specification PFA and this specification.

The said maintenance work shall be executed in accordance with the relevant codes of practice, statutory regulations, standards, regulations, municipal laws and by-laws and the manufacturers' specifications and codes of practice.

The maintenance schedules and frequency shall be developed under the maintenance control plan to be instituted by the Contractor, as specified in General Maintenance.

All new equipment, components and materials supplied and installed under the maintenance contract shall be furnished with a prescribed manufacturer's guarantee.

The Contractor shall be remunerated monthly, based on his performance, for maintaining the complete installation in a perfect functional condition.

#### FA 11.02 ROUTINE PREVENTATIVE MAINTENANCE

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

The routine maintenance work to be performed and executed shall include, but not be limited to the items listed in tables FA 11.02/1, FA 11.02/2 and FA 11.02/3, below under the respective headings.

These actions and findings shall be logged and reported on the relevant approved schedules and reports.

IABLE	: FA 11.02/	1: THREE-MON	THLY AC	INA RIONT	D MAINTENANCE
				110110 / 1111	S IND THAT ELIVATIOE
Itom					

Item	Maintenance Task Description	Responsibility	Action
1	Check that the evaporator fins are clear of dirt and comb fins if necessary	Technician and Assistant	Check and correct
2	Check cooling operating parameters	Technician and Assistant	Check and correct
3	Inspect fan motor and blades	Technician and Assistant	Inspect and correct
4	Check operation of the timer	Technician and Assistant	Check and correct
5	Check operation of an expansion valves correct repair or replace if necessary	Technician and Assistant	Check and correct
6	Check for condescend drain system test condescend and remove any foreign particles	Technician and Assistant	Check and clean
7	Check operation of thermostat (controller). Record any abnormalities and correct	Technician and Assistant	Check and correct
8	Check in Record suction and discharge pressures of Refrigerants (LP/HP)	Technician and Assistant	Check, record and correct
9	Remove fan guard and check alignment and correct if necessary to get a free rotation	Technician and Assistant	Check and correct

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

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

3.5	During normal cold room and freezer operation, check the electrical panel of hot spots (by performing thermography)	Technician and Assistant	Recor check and correc
4	Condenser and Evaporator		
4.1	Set the TX valve for correct operation and superheat setting. Reset If necessary	Technician and Assistant	Recor check and
4.2	Adjust all system temperatures to the correct operational range.	Technician and Assistant	Check and Correc
4.3	Clean condenser and evaporator coil with proprietary coil cleaner	Technician and Assistant	Clean
4.4	Scrape, treat, and paint rust on the evaporator and condenser	Technician and Assistant	Clean
4.5	Calibrate dial thermometers.	Technician and Assistant	repain Calibra
4.6	Test (vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system.	Technician and Assistant	Test a Correc
4.7	Leak test on both lines (suction and discharge) for the whole system and repair any leak	Technician and Assistant	Test a
4.8	Clean evaporator drainage system.	Technician and Assistant	Clean
4.8	Check the drainage system on the condenser.	Technician and Assistant	Check and clean
4.9	Check the solenoid valve operation on defrost and ensure correct functionality.	Technician and Assistant	Check and
4.10	Check and calibrate all transmitters, gauges, sensors, and controllers	Technician and Assistant	correc Check and calibra
5	Walls and Floors		
5.1	Ensure that cold and freezer room walls, floors, and ceiling for deterioration all clear from ice build-up	Assistant	Clean
5.2	Clean and remove loose paint and scale, repaint as required.	Assistant	Clean
5.3	Clean plant room area	Assistant	Clean
5.4	Ensure that cold and freezer room walls, floors, ceiling are all clear from ice build-up.	Assistant	Clean
BLE	FA 11.02/3: ANNUAL ACTIONS AND MAINTENANCE		
tem	Maintenance Task Description	Responsibility	Action
1	Perform the 3 monthly inspection and testing scope of work. And then the following scope of work:	Technician and Assistant	Perform
2	Compressors, Discharge and Suction Line		
2.1	Note down compressor amperages before and after service	Technician and Assistant	Record
.2	Eliminate any undue noise or vibration for each system. Check the entire system for loose components and tighten them accordingly.	Technician and Assistant	Check and correct
.3	Test and note down all leaks or refrigerant leaks for each system. Repair all found leaks.	Technician and Assistant	Record test and repair

2.5 Br pr  2.6 Br pr  2.7 Ch  3 EI  3.1 Cl po ter  3.2 Er  3.3 Cc  3.4 Se op an  3.5 Du pa  4 Co Se If r	et the refrigerant level right by refilling if the level has dropped for ach system. Ensure that the refrigerant is dry  ring HP up and ensure that HP cut-cut trips at the correct ressure, Note down the settings.  ring LP up and ensure that LP cut-cut trips at the correct ressure, Note down the settings  heck and calibrate all transmitters, sensors, and controllers  rectrical and Control Panels ean out the panel (blow dry and wipe) and teat operation of all ower isolator, breakers and contactors. Ensure that all electrical minals are lightened.  Insure that all protections are operational.  Porrectly set the defrost intervals for the system.  At defrost elements, door, and drain heaters timers to correct rerational (Freezer rooms only). Also check element amperage d resistance.  Firing normal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation, check the electrical principal cold room and freezer operation of the principal cold room and freezer operation of the pr	Technician and Assistant  Technician and Assistant	Check and correct Record, check and correct Record, check and correct Check and correct Check and correct Check, clean and correct Check and Correct Check and Correct Check and Correct
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3.3 Cc 3.4 Se op an 3.5 Du pa 4 Cc 4.1 Se lf r	et defrost elements, door, and drain heaters timers to correct erational (Freezer rooms only). Also check element amperage d resistance.	Assistant Technician and Assistant Technician and	and Correct Check
3.4 Se op an 3.5 Du pa 4.1 Se If r	et defrost elements, door, and drain heaters timers to correct verational (Freezer rooms only). Also check element amperage d resistance.	Assistant Technician and	Check
4 <u>Co</u> 4.1 Se	erational (Freezer rooms only). Also check element amperage d resistance.		and
4 <u>Co</u> 4.1 Se If r	iring normal cold room and freezer eneration, shock the electrical	Assistant	Correct Check and Correct
4.1 Se If r	nel of hot spots (by performing thermography)	Technician and Assistant	Record, check and
4.1 Se If r			correct
4.2 Ad	endenser and Evaporator		
	at the TX valve for correct operation and superheat setting. Reset necessary	Technician and Assistant	Record. check and
4.3 Cle	just all system temperatures to the correct operational range.	Technician and Assistant	correct Check and Correct
	ean condenser and evaporator coil with proprietary coil cleaner	Technician and Assistant	Clean
	rape, treat, and paint rust on the evaporator and condenser	Technician and Assistant	Clean and repaint
	librate dial thermometers.	Technician and Assistant	Calibrate
4.6 Tes	st (vibration analysis and temperature) bearings for condenser and evaporator fans for each system.	Technician and Assistant	Test and Correct
4.7 Lea	ak test on both lines (suction and discharge) for the whole stem and repair any leak	Technician and Assistant	Test and Correct
4.8 Cle	ean evaporator drainage system.	Technician and Assistant	Clean
	eck the drainage system on the condenser.	Technician and Assistant	Check and clean
fun	eck the solenoid valve operation on defrost and ensure correct ctionality.	Technician and Assistant	Check and correct
4.10 Che	eck and calibrate all transmitters, gauges, sensors, and trollers	Technician and Assistant	Check and calibrate
5 <u>Wa</u>			

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

#### FA 11.03 CORRECTIVE MAINTENANCE

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

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

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

#### FA 11.04 BREAKDOWN MAINTENANCE

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

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

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

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

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