



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

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

BID NO: BL24/035

Closing Date: 19 November 2024
Closing Time: 11H00

Bid Briefing Meeting Date: N/A

Bid Briefing Meeting time: N/A

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

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

SCM SPECIFIC ENQUIRIES:

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

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Trecia Hambone**
Tel No: **051 408 7372** during office hours
Cell No: **064 848 8833**
Email Address: Trecia.Hambone@dpw.gov.za



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SUMMARY OF BID INFORMATION

Bid Number	<u>BL24/035</u>		
Bid/ Project Description	Motheo District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.		
Bid Closing date & Time	Tuesday, 19 November 2024	Closing Time: 11H00	
Bid Briefing Date & Time (If applicable)	Date of Bid Briefing (if any) N/A	Time of Bid Briefing (if any) N/A	
Venue	N/A		
SCM SPECIFIC ENQUIRIES:	Lwando Manyisane	Lwando.Manyisane@dpw.gov.za	
	0514087391	N/A	
	Trecia Hambone	Trecia.Hambone@dpw.gov.za	
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	051 408 7372	N/A	
	84 calendar days		
Bid Document Price	R 200.00		
Procurement Plan Reference Number	[Comments]		

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Motheo District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.		
Bid no:	BL24/035	Procurement Plan Reference no:	[Comments]
Advertising date:	Friday, 25 October 2024	Closing date:	Tuesday, 19 November 2024
Closing time:	11H00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 ME** or **3 EB*** or higher.

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

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE

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

Functionality criteria ¹ :	Weighting factor:
1. Work experience in Maintenance, Service, Repair, Replacement or installation of Standby Generator * Bidder to complete DPW-09 (Particulars of tenderers projects) form providing a descriptive list of similar in nature of completed projects with their reference in the past ten (10) years, being executed with a project value of R 450 001 or higher per project. Bidder to provide appointment letters and completion certificate confirming project name, project location, contract value, contract period, date of appointment, date of completion and contact details of employer. 5 and more successfully completed similar projects (Score 5) 4 X successfully completed similar projects (Score 4) 3 X successfully completed similar projects (Score 3) 2 X successfully completed similar projects (Score 2) 1 X successfully completed similar project (Score 1)	30

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



2.	Labour: Qualified Artisan Bidders must attach certified copies of an original Identity document and the following qualifications Electrical and Diesel Mechanic or Millwright artisan (Trade Test) Certificate. 5 and more qualified Artisans - Electrical and Diesel Mechanic or Millwright: (Score 5) 4 X qualified Artisans - Electrical and Diesel Mechanic or Millwright: (Score 4) 3 X qualified Artisans - Electrical and Diesel Mechanic or Millwright: (Score 3) 2 X qualified Artisans - Electrical and Diesel Mechanic or Millwright: (Score 2) 1 X qualified Artisan - Electrical and Diesel Mechanic or Millwright: (Score 1)	25
3.	Labour: Artisan Aid Artisan Aid: Grade 8 - 12 (Bidders must attach detailed Curriculum Vitae and Certified copies of original Identity document) 3 and more Artisan Aid (Score 5) 2 X Artisan Aid (Score 3) 1 X Artisan Aid (Score 2) Commitment to appoint Artisan Aid (Score 1)	15
4.	Transport: Light duty Vehicle for transport and carry materials to attend complaints on site Bidder must submit proof of vehicle registration with bidder as the owner or Company's 4 X Light duty vehicle (Score 5) 3 X Light duty vehicle (Score 4) 2 X Light duty vehicle (Score 3) 1 X Light duty vehicle (Score 2) Commitment to rent (Score 1)	20
5.	Finances Bidder must submit Bank rating letter with stamped Bank confirmation letter Bank rating of A (Score 5) Bank rating of B (Score 4) Bank rating of C (Score 3) Bank rating of D (Score 2)	10
6.		
7.		
8.		
TOTAL		100

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

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



3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

1.	☒	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, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialed.
4.	☒	Submission of a signed bid offer as per the DPW-07 ^{F.M} (EC).
5.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	☐	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☐	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	☒	Bidders must submit certified copies of an original Electrical and Diesel Mechanic Trade Tests certificates or
		Bidder must submit certified copies of an original Millwright Trade Test Certificates.
13.	☒	Bidders must submit letter of Registration issued in the name of the enterprise(s) as Electrical Contractor in terms of regulation 6(4) of the Electrical Installation regulations 2009 issued and stamped by Department of Employment and Labour
14.	☒	Bidders must submit a minimum of One (1) certified copy of an original Wireman's License registered by the Department of Employment and Labour

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

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



1.	☒	Any correction to be initialised 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.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	☐	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☐	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	1. Bidder must sign declaration for an undertaking of EPWP Participants, failure to sign the declaration will render the bid non-responsive. (Annexure A) 2. In terms of submitting Public Liability Insurance Certificate the bidder must complete and sign the declaration (Annexure B) to agree that in the event that any injury or damage may occur the bidder will be responsible for all legal claims that may arise while on duty during the execution of the bidder's duties on site. Failure to sign the declaration will render the bid non responsive.
13.	☒	The tender must submit a valid, original or certified copy of BBEE certificate/ Sworn affidavit or DTI certificate together with a bidding document at closure
14.	☒	Submission of documentation relating to Risk assessment criteria as contained in PA-04 item number 7.

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

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



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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) .	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) . <i>Motheo District</i>	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any Account or statement which is in the name of the Bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory) .	4	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) .	2	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and • Medical Certificate indicating that the disability is permanent - or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) .	2	• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

6. BID EVALUATION METHOD

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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



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

7.1 Technical risks:

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

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

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

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

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



Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

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



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

9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively: Bid documents may be collected during working hours at the following address NDPWI, ~~Eben Dorges Building, Cnr Robert and Henneck street, Gqeberha, 6056~~ **18 President Brand str**
A non-refundable bid deposit of **R 200.00** is payable (cash only) on collection of the bid documents. **BFN, 9301**

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

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

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Trecia Hambone	Telephone no:	051 408 7372
Cellular phone no	064 848 8833	Fax no:	N/A
E-mail	Trecia.Hambone@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

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



12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Tuesday, 19 November 2024

Closing Time: 11H00

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

Functionality attached

Functionally Criteria	Weighting Factor
1. Work experience in Maintenance, Service, Repair, Replacement or installation of Standby Generator * Bidder to complete DPW-09 (Particulars of tenderers projects) form providing a descriptive list of similar in nature of completed projects with their reference in the past ten (10) years, being executed with a project value of R 450 001 or higher per project. Bidder to provide appointment letters and completion certificate confirming project name, project location, contract value, contract period, date of appointment, date of completion and contact details of employer. 5 and more successfully completed similar projects (Score 5) 4 X successfully completed similar projects (Score 4) 3 X successfully completed similar projects (Score 3) 2 X successfully completed similar projects (Score 2) 1 X successfully completed similar project (Score 1)	30
2. Labour: Qualified Artisan Bidders must attach certified copies of an original Identity document and the following qualifications Electrical and Diesel Mechanic or Millwright artisan (Trade Test) Certificate. 5 and more qualified Artisans - Electrical and Diesel Mechanic or Millwright (Score 5) 4 X qualified Artisans - Electrical and Diesel Mechanic or Millwright (Score 4) 3 X qualified Artisans - Electrical and Diesel Mechanic or Millwright (Score 3) 2 X qualified Artisans - Electrical and Diesel Mechanic or Millwright (Score 2) 1 X qualified Artisan - Electrical and Diesel Mechanic or Millwright (Score 1)	25
3. Labour: Artisan Aid Artisan Aid: Grade 8 - 12 (Bidders must attach detailed Curriculum Vitae and Certified copies of original Identity document) 3 and more Artisan Aid (Score 5) 2 X Artisan Aid (Score 3) 1 X Artisan Aid (Score 2) Commitment to appoint Artisan Aid (Score 1)	15
4. Transport: Light duty Vehicle for transport and carry materials to attend complaints on site Bidder must submit proof of vehicle registration with bidder as the owner or Company's 4 X Light duty vehicle (Score 5) 3 X Light duty vehicle (Score 4) 2 X Light duty vehicle (Score 3) 1 X Light duty vehicle (Score 2) Commitment to rent (Score 1)	20
5. Finances Bidder must submit Bank rating letter with stamped Bank confirmation letter Bank rating of A (Score 5) Bank rating of B (Score 4) Bank rating of C (Score 3) Bank rating of D (Score 2)	10
Total	100
Minimum Functionality score to qualify for further evaluation	50



DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: BL24/035

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

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

Trading under the name and style of:	AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms:	Note:	A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
In his/her capacity as:		



Bid No: BL24/035

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date
------------------------	-----------	------

WITNESSED BY:

Name of witness	Signature	Date
-----------------	-----------	------

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents ☐
The official alternative ☐
Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED: ~~(Not required for this quotation)~~ T.M.

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

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)
(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)

Yes ☐ No ☒

Yes ☐ No ☒

Yes ☐ No ☒

Yes ☐ No ☒

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

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

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address

Banker Branch

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour

ACCEPTANCE

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

Bid No: BL24/035

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

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date



SCHEDULE OF DEVIATIONS

Bid no: BL24/035

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

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

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

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



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: BL24/035

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

SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TERM CONTRACTS ONLY

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

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

Pricing Instructions

1. VALUE-ADDED TAX

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

2. PRICES

2.1 All prices for items in this document shall include for additional costs, if any that may occur as a result of these Term Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

2.2 Term contract tariffs shall remain fixed for the duration of the Term Contract and no prices adjustment shall be allowed except for the increase in VAT.

2.3 There are no P&Gs, escalation or variation order this is applicable under Projects.

2.4 This is purely a maintenance term contract valid for 36 months on existing properties.

2.5 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 36 months term contract could exceed or be less than the offered amount.

2.6 National Department of Public Works Regional Office Bloemfontein cannot be held accountable should the total payout at the end of 36-month term be less than the form of offer of acceptance.

3. THE BID

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting his BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or



if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this BID and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

4. DOCUMENTS

Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of the Contract: PA10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

- a) The Special Condition: PA-10
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular term contract.
- d) Special Conditions of Contract (SCC)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

5. PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

6. RATES

6.1 Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

6.2 This is not a lump sum term contract (refer to item 2 prices 2.5.)

NB: Any deviation, remarks or refer to where rates are required was not completed will be deemed as an alternative offer and will render the bid nonresponsive.

7. TERM CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT(DURATION)

This BID shall be valid for a period of **Thirty-Six (36) months** from the commencement date. Unless terminated earlier in terms of any other clause of the Special Conditions of Contract (SCC) is breached.

8. ACCESS TO PREMISES

The Contractor undertakes to:

- a) Arrange with the occupants of buildings (clients) regarding access to the premises in order to execute the required service.



- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- b) Carry out maintenance, servicing and repairs during normal working hours

9. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defence Force, Correctional Services , S A Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defence Force or S A Police Service etc.

10. SECURITY CHECK ON PERSONNEL

The Department or the Chief of the S A National Defence Force, Correctional Services or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defence Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

11 DRESS CODE

The following dress code must be always adhered to by all workers:

- **Workers must have a COMPANY WORK SUIT with the company logo on it.**
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA (Occupational Health and Safety Act) in terms of protection for all workers for this particular service.

Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

12 TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition.



The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

C3.2 SCOPE OF SERVICE

C3.2.1: GENERAL SCOPE

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

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

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

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

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

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

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

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

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

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



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

C3.2.2

OFFICIAL ORDER FOR REPAIRS

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by Officials of this Department of Public Works (DPW// BLM) who are the appointed persons responsible to issue the instructions. **For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.**

Any instruction given by the Client and attended to by the contractor will not be honoured by the Department of Public Works (DPW-BLM) but by the Client Department.

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- e) Payments can be delayed if order numbers, and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

C3.2.3

EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time? The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

C3.2.4

JOB CARDS / "E" FORMS FOR REPAIRS

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

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



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

C3.2.5

SUBMISSION OF SUPPLIER'S INVOICES

ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule. Accounts for repairs executed, shall be accompanied by a job card. The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

N.B

- **Services are not compulsory**
- **Services can be cancelled at the CWM discretion**
- **Services can only be executed on the receiving of a call centre complaint from CWM**
- **Services completed without call centre complaint will not be paid by DPW**
- **The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.**

Note:

Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the Tender Document Annexure A and B

PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES

- Prices must be clear with no corrections; no correction fluid must be used on the quotation and invoice.
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- Because of the nature of services and repair work, being mostly of an urgent nature, the order will only remain active for payment for a period of three (3) months. Contractors must thus ensure that their invoices and supporting documents are submitted within a period of three months or give written notice via fax or letter to the Head: Supply Chain Management, citing the problem.

CRITERIA APPLICABLE TO TAX INVOICES

A tax invoice must contain the following:

- The words 'tax invoice' in a prominent place.
- the name, address and registration number of the supplier.
- the name and address of the recipient.
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied.
- the quantity or volume of the goods or services supplied.



- either-

(i) The value of the supply, the amount of tax charged and the consideration for the supply; or

(ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

- close corporation of company registration number

PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up will be calculated on the price excluding VAT. Suppliers invoice may be requested by CWM.

REQUESTS FOR SUPPLIERS INVOICE FOR NON-SCHEDULE ITEMS (NSI)

Request for a SUPPLIER'S INVOICE for NSI will be requested by the Works Managers and must be Adhered to at all times, if and when this is requested.

The supplier's invoice must comply with the following criteria, which will be deemed acceptable to the Department of Public Works.

- Must be on a Company Letter Head
- Prices must be clear with no corrections; no correction fluid must be used on the quotation and invoice.
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non-payment or a delay to this payment

C3.2.6

MATERIAL OF EQUAL QUALITY

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

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

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

C3.2.7

REDUNDANT MATERIAL, RUBBISH AND WASTE

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

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

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

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

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

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

No mark-up or handling fees on subcontractors' invoices shall be accepted.

C3.2.8

TRANSPORT COST

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- a.) Transport cost will be calculated from the Bloemfontein Regional Office as per the attached map Local district Municipalities. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

COMPILING AN INVENTORY AND MARKING OF EQUIPMENT IF APPLICABLE

An inventory of all equipment's e.g Generators, Transformers, Switchgears, X-ray machines, Walk through metal detectors and motors shall be compiled by the Contractor during his first service call. The inventory shall describe the equipment in detail and the description shall indicate the make, model, size, capacity, serial number of equipment, serial numbers of attachment to the equipment i.e. monitors keyboards, etc.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel format as well as a hardcopy (4.5" disc) and an updated version shall be handed in every six months. Updated inventories must be supplied as and when components with serial number are replaced.



The Contractor shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

NOTE: THE PRICE FOR MARKING OF THE EQUIPMENT AND COMPILING OF THE INVENTORY SHALL BE INCLUDED IN THE PRICE FOR SERVICING

CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

APPROXIMATE AMOUNT

The amounts listed in the bid document are approximate. The new totals will be determined by the inventory supplied after first service. These amounts will be automatically be used throughout the duration of this service unless equipment has become redundant and is no longer required or new equipment is added.

CALL CENTER

The Department has a call center in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract in respect of the times frames to react to the required service delivery. The successful bidder shall comply with these times frames and report close calls (service completed) on a weekly basis by the TUESDAY OF EACH WEEK BEFORE 14H:00.

DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)

The successful bidder will be subjected to the drawing up of service level agreement between the client Department, DPW and the bidder as follows:

INVITATION TO ATTEND AND PARTICIPATE:

IN THE DRAWING UP OF A SERVICE LEVEL AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS, OUR CLIENT DEPARTMENTS AND THE NEW SERVICE PROVIDER(CONTRACTORS).

THE PURPOSE:

TO SENSATISE THE SERVICE PROVIDERS ON THE PROCEDURES REQUIRED BY ALL OUR CLIENTS TO ENABLE THEM:

- To introduce the service provider to our clients.
- To enter the premises.
- Implementation of day registers for record purposes.
- To contact the relevant person on site.
- To execute the required service's
- To exit the premises with all the relevant documents.
- To ensure that the job cards are understood and filed in properly.



- To inter phase the pilot project for the call centre.
- To establish the protocol on site behaviour, clear identification and adhere to OHSA.
- The dos and don'ts.
- How to deal with services not completed or not completed properly.
- The closing of calls/services rendered successfully.

IMPORTANT NOTICE IN TERMS OF

THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

“Health and Safety Specification”

“Occupational Health and Safety Act, 1993” (ACT 85/1993)

Both documents may be obtained as following:

1. Go to www.publicworks.gov.za
2. Click on documents.
3. Click on consultants’ documents.
4. Scroll down to item 14.

In particular and without prejudice to the health and safety Specification documents, kindly refer to the following in the Construction Regulation (CR).

1. CR 4(1)
2. CR 4(1)(a)
3. CR 4(1)(h)
4. CR 4(2)
5. CR 5(1)
6. CR 5(4)
7. CR 5(7)
8. CR 6(6)

It is acceptable if the health and safety plan in terms of CR5(1) is made available to the client /agent after the contractors tender has been accepted and the project awarded to the specific contractor, but PRIOR to the handing over of the site.

No work on the project shall commence without the Health and Safety Plan having been approved by the client/agent

Kindly note that the Health and Safety Specification documents is meant to cover all contingencies for all possible projects, either initiated by the department of Public Works OR his duly appointed agent. In terms of the relevant project only that which is applicable to the project may be extracted from this document for the purpose of the Health and Safety Plan.

All of the above documentation must be available and be part of the Health and Safety File from the date of commencement of and for the duration of the project.

EXIT CLAUSE

NOTE: SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, (WHERE APPLICABLE.)

C3.2.9

FUEL FILTRATION AND WATER AND SEPARATOR

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

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

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

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

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

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

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

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

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

C3.2.10

ELECTRONIC CONTROLLER FOR GENERATOR PLANT

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



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

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

C3.2.10.1

Particulars

Description:

Microprocessor based control & monitoring unit including integral display & tactile functions & operating software.
LCD graphic touchscreen with backlight 192x64 pixel analogue or digital presentation.

Display:

Transfer switch control:
Automatic clock & calendar:
Data download & setup:

Contact or motorized circuit breaker control.
Integral

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

Minimum Control & Monitor functions:

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

Displays:

Volts frequency ampere, battery voltage, running time.

Alarms:

Refer to part

Compatibility:

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

Controller Unit:

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

C3.2.11

EXHAUST SYSTEM INSULATION (LAGGING)

The exhaust systems consisting of the pipework & silencers from which asbestos-based lagging has been removed where lagging does not exist, shall be fitted with new insulation (lagged) for thermal & acoustic purposes. Flexible joints in pipework shall not be lagged nor sections of exhaust pipe external to the plant room or container. Lagging shall consist of preformed moulded



sections of high density mineral free fiber. The sections shall be sheathed overall in a woven or other approved membrane to which is applied three coats of heat-resistant aluminum or zinc-rich paint including primer in accordance with the paint manufacturer's specifications. At flanges & other units the lagging shall butt up to the face thereof. The ends of silencers shall be lagged to the same thickness as the silencer. At bends in pipework the lagging shall be sectored to butt without gaps between sectors.

All exhaust lagging shall be 30mm thick.

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

Silencers: Item lagged and clad complete including ends

C3.2.12

WARNING NOTICES

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

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

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

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

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

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

New Signs: Number by description

C3.2.13

MAINTENANCE OF METAL PLANT COMPONENTS

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

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

products are compatible with any existing finish which is over coated.

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

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

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

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

Maintenance & Management Requirements.

C3.2.14

GENERATING PLANT MAINTENANCE AND SERVICING (PLANNED)

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

C3.2.15

OPERATING & MAINTENANCE (O&M) DOCUMENTS

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

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

Draft copies of the documents shall be submitted to the Regional Representative for scrutiny and any necessary revisions shall be made prior to submission of multiple copies of the approved

document. The final copies shall be submitted in a ring binder file or files divided into sections per affected plant.



Draft copies:	Fixed sum for all documents for all affected plant including any resubmissions to achieve approval.
Final copies:	Number of copies of the complete set of supplementary documents per affected plant. Four copies of each set of documents shall be submitted.

C3.2.16 SCHEDULED WORK

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

C3.3 PARTICULAR SPECIFICATIONS

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

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

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



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

**MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS
(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)**

Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

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

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

MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS

(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)

Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

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



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

**MAINTENANCE AND SERVICE SCHEDULE FOR GENERATORS
(TO BE SUBMITTED WITH CLAIM FOR PAYMENT)**

Service to be carried out to manufacturer's specification.

PLANTROOM NAME OR NUMBER: _____

NAME OF BUILDING/PLACE: _____

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

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____





C3.4.2 GENERATOR PLANT QUESTIONNAIRE

(TO BE COMPLETED ON FIRST VISIT TO ALL PLANTROOMS)

NAME OF BUILDING/SITE/USER DEPARTMENT: _____

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

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP



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

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

DATE:

NAME (PRINT):

ELECTRICIAN:

SIGNATURE:





**C3.4.4 MAINTENANCE AND SERVICE SCHEDULE FOR LOW VOLTAGE PLANTROOMS,
DISTRIBUTION CONTROL BOARDS, ELECTRICAL METER READINGS**

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

Meter Readings

PLACE: _____

INSTITUTION: _____

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

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP



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

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



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

6.5. Inspection of and Attendance to sundry items:

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

REMARKS:

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

--

CLIENT STAMP



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

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

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

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

BATTERY CHARGER AMPS

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

DATE: _____

NAME (PRINT): _____

ELECTRICIAN: _____

SIGNATURE: _____

CLIENT STAMP



C3.5 JOB CARD



JOB CARD

JC-1

COMPLAINT NO: ORDER NO: TENDER NO:									
DEPT: BUILDING: TOWN:									
DESCRIPTION OF COMPLAINT:									
REPORTED BY: TEL NO: DATE:									
CONTRACTOR: CONTACT NO:									
DESCRIPTION OF WORK EXECUTED BY THE CONTRACTOR (to be supplemented with a report if required):									
CONTRACTOR									
No	Area / Room No.	Description of material used on site	Unit	Qty					
1.			E.g./m ² /m/No						
2.									
3.									
4.									
5.									
6.									
Guarantee		Yes / No	Time period for guarantee	Serial no. / Guarantee Card no					
Equipment									
Workmanship									
(A break down invoice must be separately provided to indicate labour, material, travel, equipment hire, profit & % and VAT)									
*** A separate job card must be signed by the contractor for each day worked on site									
Labour type	Date on site (dd/mm/yyyy)	Time in	Time out	Hrs	No. on site	Total hrs			
Artisan									
Labourer									
Type of transport:		Travelled from:		KMs per return trip:					
Name of Artisan:		Job complete:		Yes	No	Date of completion:			
						Signature:			
I certify that I personally checked the contractor's work and it has been executed satisfactorily. I have received the scrap material ☐ , not received scrap material ☐ (I however do not certify technical correctness of the work)									
CLIENT									
Name: Telephone no: OFFICE STAMP									
Designation: Signature: Date:									
***Client to please retain copy for audit purposes									
DEPARTMENT									
State owned									
Leased property									
Physically inspected									
Telephonic confirmation with: Designation: Date:									
Tel. no:									

*** The contractor must submit a completely filled, signed and stamped job card together with the invoice, failing which a payment will not be effected

2020-05-01



Works Tender No:

PREVENTATIVE AND DAY-TO-DAY MAINTENANCE

TRAVEL LOG

Place: Institution: Location:

Service Description: Ref No:

Contractor: Telephone:

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

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

Contractor (Representative's name)	Signature
	Date



PG-03.3 (FM: PDM) SITE INFORMATION

Project Title	Tender No.	Reference no.
Motheo District: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.		

PG-03.3 (FM: PDM) SITE INFORMATION

ITEM	PLACE	BUILDING /INSTITUTION	LOCATION	NO OF PLANTS	ENGINE DESCRIPTION AND SERIAL NUMBER	ALTER MAKE DISRIPTION AND SERIAL NO	RATING (kVA)
PLANT SCHEDULE AND LOCATION: DIESEL GENERAT							

1	Batho SAPS	South African Police Station	Police Station	1	John Deere 3 cyl		30KVA
2	Botshabelo SAPS	South African Police Station	Police Station	1	Perkins 4 cyl		30KVA
3	Bothuso SAPS	South African Police Station	Police Station	1	ADE 6 cyl		125KVA
4	Bloemspruit SANDF BLD	SANDF	Bloemspruit SANDF	1	Komatsu		20KVA
5	Bloemspruit SANDF BLD	SANDF	Bloemspruit SANDF	1	Cummins		100KVA
6	Bloemspruit SANDF BLD	SANDF	Bloemspruit SANDF	1	Komatsu		220KVA
7	Bloemspruit SANDF 506 Squadron	SANDF	Bloemspruit SANDF	1	Cummins		100KVA
8	Bloemspruit SANDF BLD	SANDF	Bloemspruit SANDF	1	John Deere		200KVA
9	Bloemspruit SANDF BLD	SANDF	Bloemspruit SANDF	1	Caterpillar		250KVA
10	Mangung SAPS	South African Police Station	Police Station	1	Perkins 4 cyl		150KVA
11	NDP W&I	NDPWI	Public Works	1	Volvo		30KVA
12	Parkweg SAPS	South African Police Station	Police Station	1	John Deere 3 cyl		30KVA
13	SARS/Deeds	SARS/DEEDS	SARS / DEEDS	1	Perkins		500KVA
14	BAYSWATER SAPS	South African Police Station	Police Station	1	3 Cyl Perkins		40 KVA
15	BOTSHABELO SAPS	South African Police Station	Police Station	1	4 Cyl Same		30KVA
16	DEWETSDORP SAPS	South African Police Station	Police Station	1	3 cyl John Deer		30KVA
17	HEIDEDAL SAPS	South African Police Station	Police Station	1	4 Cyl ADE		30KVA
18	(DEVELOVED) HOBHOUSE SAP	South African Police Station	Police Station	1	4 Cyl Ricardo		30KVA
19	KAGISANONG SAPS	South African Police Station	Police Station	1	2 Cyl Brigs & Stratton		10KVA
20	LADYBRAND SAPS	South African Police Station	Police Station	1	2 Cyl Duetz		15KVA
21	MANGAUNG SAPS	South African Police Station	Police Station	1	4 Cyl Perkins		150KVA
22	NAVALSIG SAPS	South African Police Station	Police Station	1	4 Cyl Perkins		40KVA
23	THABA-NCHU SAPS	South African Police Station	Police Station	1	4 Cyl Perkins		40KVA
24	(DEVELOVED) TWEELING SAPS	South African Police Station	Police Station	1	3 Cyl Ricardo		20KVA
25	TWEESPRUIT SAPS	South African Police Station	Police Station	1	4 Cyl Perkins		60KVA
26	VAN STADENSRUS SAPS	South African Police Station	Police Station	1	2 Cyl Duetz		15KVA
27	WEPENER SAPS	South African Police Station	Police Station	1	4 Cyl John Deer		60KVA
28	Wepener DCS	Correctional Service	Prison	1	3 Cyl		125KVA

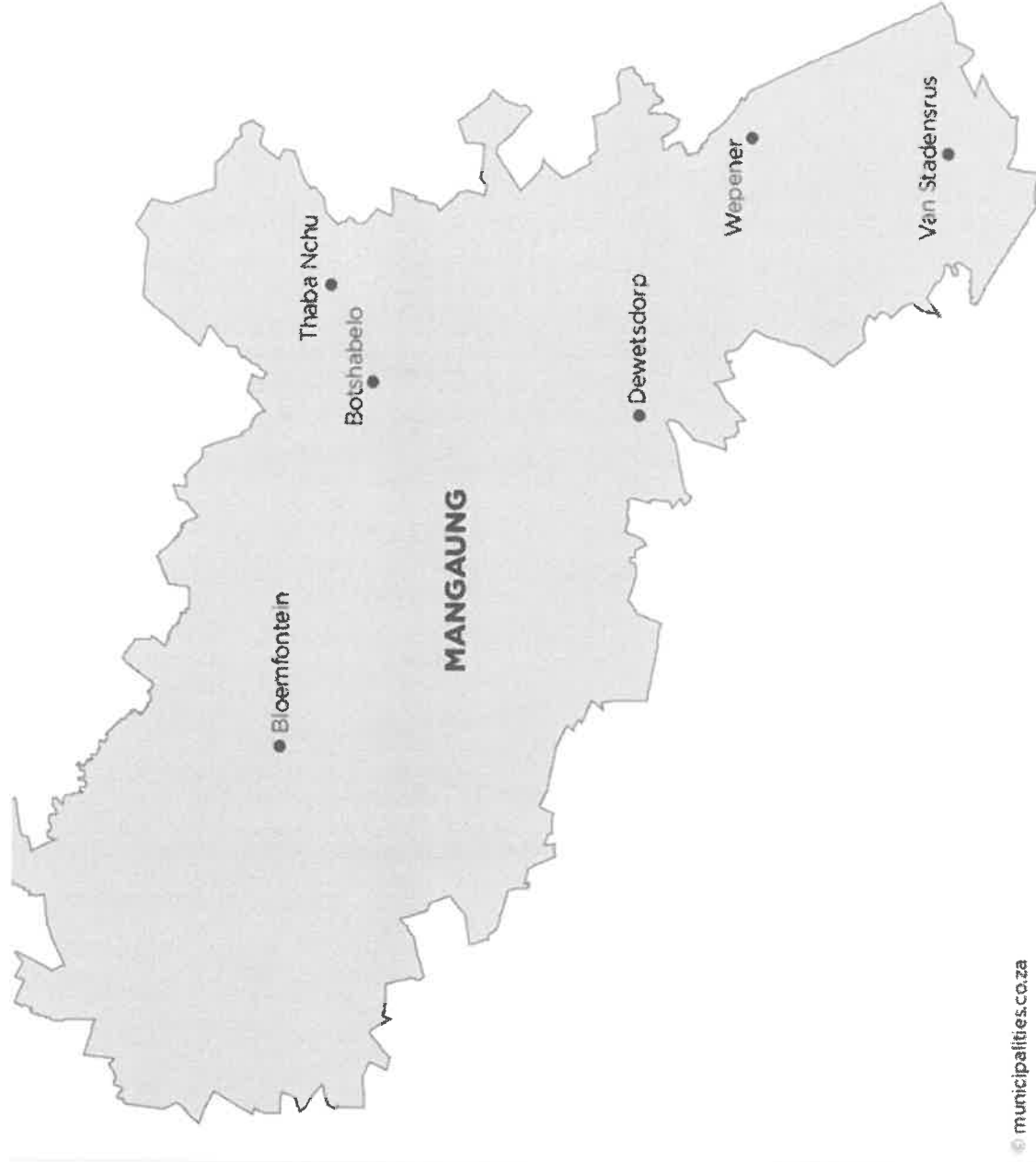


29	Bloemfontein Magistrate	Magistrate Court	DOJ	1	Volvo	500kVA 3Ph	
30	Bloemfontein High Court	High Court	DOJ	1	Perkins	25kVA 3Ph Leroy Somer	
31	Thaba-Nchu SAPS	South African Police Station	Police Station	1	Lovol	60kVA 3Ph Dingol	
32	Selosеча SAPS	South African Police Station	Police Station	1	John Deere	30kVA 3Ph Meccalte	
33	Selosеча Flying Squad	South African Police Station	Police Station	1	Perkins	60kVA 3Ph Stamford	
34	Selosеча Military Base	SANDF	SANDF	1			
35	Manung 10111 SAPS	South African Police Station	Police Station	1	Volvo(3008554247)	300kVA 3Ph Leroy Somer	
36	Tempe Hospital 1431	SANDF	SANDF	1	Volvo	275kVA 3Ph Marelli	
37	Tempe Maternity 1252	SANDF	SANDF	1	Scania	400kVA 3Ph Marelli	
38	Tempe School of Armour 1042	SANDF	SANDF	1		80kVA 3Ph	
39	Tempe School of Armour 1247	SANDF	SANDF	1		5kVA Single Phase	
40	Tempe School of Armour 1247	SANDF	SANDF	1		30kVA 3Ph	
41	Tempe Parachute 1111	SANDF	SANDF	1		50kVA	
42	Tempe Parachute 1112	SANDF	SANDF	1		150kVA	
43	Tempe Special Service Battalion Duty Room	SANDF	SANDF	1		300kVA 3Ph	
44	Tempe Special Service Battalion Vehicle Park	SANDF	SANDF	1		300kVA 3Ph	
45	ASB Fuel Pumps 516	SANDF	SANDF	1		300kVA 3Ph	
46	ASB Weapon Store 1069	SANDF	SANDF	1		10kVA Sigle phase	
47	ASB Magazine 23	SANDF	SANDF	1		15kVA 3Ph	
48	ASB Magazine next to 23	SANDF	SANDF	1		42kVA	
49	ASB Comcen/SITA/FSSU	SANDF	SANDF	1		65kVA 3Ph	
50	ASB Base HQ Nxt to TPT	SANDF	SANDF	1		125kVA 3Ph	
51	ABS Kitchen Shooting range Gen 1	SANDF	SANDF	1			
52	ABS Kitchen Shooting range Gen 2	SANDF	SANDF	1			
53	Heidedal SAPS	South African Police Station	Police Station	1			
54	Bloemspuit SAPS	South African Police Station	Police Station	1			
55	Weperner SAPS	South African Police Station	Police Station	1		60kVA SDMO J66K	
56	Weperner DCS	Correctional Service	Correctional Service	1		125 kVA 3Ph Dingol	
57	Vanstadensrus SAPS	South African Police Station	Police Station	1		13,5kVA Single Ph Frapil	

NOTE WELL! Other places that fall under Motheo District but not listed must be communicated with the Project Manager. This list is subjected to change as and when it is necessary to do so.



Motheo DISTRICT MUNICIPALITY MAP



All distances travelled will be measured from the Department of Public Works Regional Office (BLM), the attached map clearly indicates the Motheo District Municipality Jurisdiction.

The District Municipality has been divided Local District Municipalities and the kilometers calculated is for the return journey.

Bloemfontein = 60 KM

Botshabelo = 110 KM

Thaba Nchu = 130 KM

Dewetsdorp = 150 KM

Wepener =230 KM

Van Stadensrus = 290 KM

PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: BL24/035

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

Pricing Schedule of Bill of Quantities attached



SUB TOTAL 1																							
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3											
1	NOTE WELL SCHEDULE WORK (FM:PDM) C 3.2.16) Refer to scope of work PG-01.1																						
1.1	Allow for health & safety plan, file & compliance	No	1																				
1.2																							
2	CONTROL PANEL																						
2.1	Supply and install Battery Charger for different Generators and Diesel Engines type and different sizes. See sizes below. 2.5A 12V to 24V battery charger																						
2.1.1	5KVA - 100KVA	No	3																				
2.1.2	101KVA to 350KVA	No	3																				
2.1.3	351KVA to 500KVA	No	3																				
3	REPAIR WORK - GENERATORS AND DIESEL ENGINES																						
3.1	Battery components																						
3.1.5	Lugs 6mm - 50mm/ 100 Pack	No	3																				
3.1.6	Battery Clamps	No	5																				
3.1.7	Battery leads	No	5																				
3.2	Standby Generators and Diesel Engines set components																						
3.2.1	Heater element all sizes	No	10																				
3.2.2	Thermostat all sizes	No	10																				
3.2.3	Water hose including clamp (10-50mm)	No	10																				
3.2.4	Fuel hose including clamps (6-14mm) clips	No	10																				
3.2.5	Fuel tank sight glass 12 mm	No	10																				
SUB TOTAL 1 CARRIED FORWARD TO SUMMARY																							



SUB TOTAL 2												
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
	Standby Generators and Diesel Engines set components continue											
3.2.6	Radiator caps all sizes	No		5			5			5		
3.2.7	Earth wire (6-10mm)/ meter	No		3			5			5		
3.2.8	Voltmeter (0-30v DC)	No		5			5			5		
3.2.9	Voltmeter (0-30v AC)	No		5			5			5		
3.2.10	Voltmeter rotary switch	No		5			5			5		
3.2.11	Toggle Switch	No		5			5			5		
3.2.12	Selector switch	No		5			5			5		
3.2.13	Change over contactor 200Amp - 400Amp	No		6			6			6		
3.2.14	Change over contactor 800Amp - 1200Amp	No		6			6			6		
3.2.15	Amp meter	No		3			3			3		
3.2.16	Eleven pin relay 12v	No		14			14			14		
3.2.17	Eleven pin relay 24v	No		14			14			14		
3.2.18	Eleven pin relay 220v	No		15			15			15		
3.2.19	Frequency monitor relay & base	No		15			15			15		
3.2.20	12v timer relay	No		13			13			13		
3.2.23	Solenoid	No		10			10			10		
3.2.24	Cooling fan	No		3			3			3		
SUB TOTAL 2 CARRIED FORWARD TO SUMMARY												



SUB TOTAL 3												
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
	Standby Generators and Diesel Engines set components continue											
3.2.25	Diesel fuel Pump water separator filter	No	5		5	5		5	5		5	
3.2.26	Water Pump	No	10		10	10		10	10		10	
3.2.27	Fuse	No	10		10	10		10	10		10	
3.2.28	Diesel pump	No	11		11	11		11	11		11	
3.2.29	Alignment laser bean generator	No	3		3	3		3	3		3	
3.2.30	Oil per litre	Liter	500		500	500		500			500	
3.2.31	Alternator voltage regulator	No	3		3	3		3			3	
3.2.32	Fuel System	No	5		5	5		5			5	
3.2.33	Air brake compressor	No	5		5	5		5			5	
3.2.34	Fuel shut off valve	No	5		5	5		5			5	
3.2.35	SPL D004 Exciter Stator	No	5		5	5		5			5	
3.2.36	12V Electric starter motor	No	10		10	10		10			10	
3.2.37	24V Electric starter motor	No	10		10	10		10			10	
3.2.39	Emergency Switch	No	5		5	5		5			5	
3.2.40	V-Belt	No	5		5	3		3	2		2	
3.2.41	Fan Belt	No	5		5	3		3	2		2	
3.2.42	Cam/ Timing belt	No	2		2	2		2	2		2	
3.2.43	Lagging on exhaust system and resal room exit port.	No	1		1	1		1			1	
3.2.44	Panel lamps	No										
SUB TOTAL 3 CARRIED FORWARD TO SUMMARY												



SUB TOTAL 4												
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	YEAR 1 + YEAR 2 + YEAR 3
3.2.45	Gasket for Generator and Diesel engine	No	3		3		3			3		
3.2.46	Strens	No	14		14		14			14		
3.2.47	Complete canopy door lock for Generator by Ictech with key set	No	30		30		10			10		
3.3	AUTOMATIC CHANGE OVER SWITCH											
3.3.1	100A 1-PH (2 Pole)	No	3		3		3			3		
3.3.2	100A 3-PH (4 Pole)	No	6		6		6			6		
3.3.3	160A 3-PH (4 Pole)	No	1		1		1			1		
3.3.4	250A 3-PH (4 Pole)	No	4		4		4			4		
3.3.5	300A / 400 A 3-PH (4 Pole)	No	1		1		1			1		
3.3.6	500A / 630A 3-PH (4 Pole)	No	1		1		1			1		
3.3.7	800A / 1000A 3-PH (4 Pole)	No	1		1		1			1		
4	LCD DISPLAY CONTROLLER FOR GENERATORS PLNT COMPLETE TO SUIT INSTALLATION IN EXISTING PLANT. APPLIES TO ALL RATING OF DIESEL ENGINES											
4.1	Genset control unit complete all sizes	No	5		5		5			5		
5	PLANT ROOM											
5.1	Clean plant room	No	31		31		31			31		
5.2	Implement log book system	No	31		31		0			0		
SUB TOTAL 4 CARRIED FORWARD TO SUMMARY												



SUB TOTAL 5													SUB TOTAL 5 CARRIED FORWARD TO SUMMARY												
ITEM	DESCRIPTION	Unit	ITEM PRICE YEAR 1	Estimate Usage	TOTAL AMOUNT YEAR 1	ITEM PRICE YEAR 2	Estimate Usage	TOTAL AMOUNT YEAR 2	ITEM PRICE YEAR 3	Estimate Usage	TOTAL AMOUNT YEAR 3	TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3													
6	SERVICE WORK: GENERATORS AND DIESEL ENGINES																								
	Service genset and diesel engine (Refer to scope of work Pg-01.1 (FM:PDM) C 3.2.14 Generating plant maintenance and servicing)																								
	The description of the service required entails the following. The service of the units as per attached checklist																								
	Prices for servicing includes cleaning and checking of equipment's as stipulated in Pg-01.1 (FM:PDM) C 3.2.14, must include Labour, Transport, Consumables, Minor and incidental repairs and all other overheads																								
	Description of property : South African Police Services Complex (SAPS), South African National Defence Force(SANDF), Department of Correctional Services(DCS), Department of Labour(DOL), Department of Justice and Constitutional Development(DOJ) and smaller noncomplex SAPS Stations.																								
	The list of below indicates the quantity and sizes of generators which requires regular services																								
	6.1	5kVA-30kVA - single phase generator	No	3		6																			
	6.2	20kVA-50kVA - 3-phase generator	No	9		9																			
	6.3	51kVA-75kVA - 3-phase generator	No	15		15																			
	6.4	76kVA-125kVA - 3-phase generator	No	12		12																			
6.5	126kVA-150kVA - 3-phase generator	No	6		6																				
6.6	151kVA-200kVA - 3-phase generator	No	9		9																				
6.7	201kVA-250kVA - 3-phase generator	No	3		3																				
6.8	251kVA-300kVA - 3-phase generator	No	6		6																				
6.9	301kVA-350kVA - 3-phase generator	No	12		12																				
6.10	351kVA-500kVA - 3-phase generator	No	3		3																				
6.11	1001kVA-2000kVA - 3-phase generator	No	3		3																				

[illegible]



SUB TOTAL 7										SUB TOTAL 7 CARRIED FORWARD TO SUMMARY			
ITEM	DESCRIPTION	Unit	ITEM PRICE	Usage	TOTAL AMOUNT	YEAR 1	ITEM PRICE	Usage	TOTAL AMOUNT	YEAR 2	ITEM PRICE	Usage	TOTAL AMOUNT
8	TRANSPORT												
	Note: The price for workers and drivers travelling time shall be deemed to be included with the unit rates for the transport cost												
	All distances travelled will be measured from the Department of Public Works Regional Office (BLM), the attached map clearly indicates the Lejweletswa District Municipality Jurisdiction												
	The District Municipality has been divided Local District Municipalities and the kilometers calculated is for the return journey.												
	Bloemfontein: 60 K M Botshabelo = 110 KM Thaba Nchu = 130 KM Dewetsdorp = 160 KM Wepener = 230 KM Van Stadenrus = 290 KM												
	8.1 Travelling rates/km:												
8.1.1	LMV (Light Motor Vehicle)	Km		1				1				1	
8.1.2	Trucks 2 Tone and bigger	Km		1				1				1	
8.1.3	4 Tone Crane Truck	Km		1				1				1	
	NOTE WELL CURRENT SARS TRAVELLING ALLOWANCE SHOULD BE CONSIDERED												



SUMMARY PAGE

ITEM		TOTAL AMOUNT YEAR 1 + YEAR 2 + YEAR 3
1	SUB TOTAL 1	
2	SUB TOTAL 2	
3	SUB TOTAL 3	
4	SUB TOTAL 4	
5	SUB TOTAL 5	
6	SUB TOTAL 6	
7	SUB TOTAL 7	
	SUB TOTAL (1 + 2 + 3 + 4 + 5 + 6 + 7)	
	VAT @ 15%	
TOTAL PRICE (CARRIED FORWARD TO THE "FORM OF OFFER AND ACCEPTANCE" DPW-07		

FULL NAME OF TENDERER: _____

NAME OF FIRM: _____

CELLPHONE NUMBER: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____



ANNEXURE: A

DECLARATION – EPWP PROGRAMME

I _____ from company _____.

Hereby Undertake to Comply To:

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

1.1 Comply To Implementation of LIC BOQ Items Specified Elsewhere in The Tender Documents.

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS

2.1 Recruitment, Placement and Exposure Training Of N/A Participants

2.2 Comply To EPWP BOQ, Specifications and Code of Good Practice

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

3.1 Recruitment And Placement of Minimum Three (03) Local Labourers

3.2 Comply With Applicable Wage Order/Determination or Agreement, In Terms of Labour Relations Act or Wage Act

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

Monthly prepare and submit below EPWP reports attached to monthly payments certificate:

- 4.1 All Local Labourers / EPWP Participants Contracts
- 4.2 All Local Labourers / EPWP Participants Certified SA ID Copies
- 4.3 All Local Labourers / EPWP Attendance Register
- 4.4 All Local Labourers / EPWP Proof of Payment
- 4.5 EPWP Reports Populated on Standard Templates

Failure to comply with the above will result in the contractor's invoice/certificate not being processed.

5. PENALTIES FOR NON-COMPLIANCE

Acknowledge Non-Compliance Penalty of R3000-00 (Three thousand rand) Per Month Per Participant (NYS).

Acknowledge Non-Compliance will result in the invoice/certificate not being processed (local labourers).

Signed by : _____
Director of the Company

Company name : _____

Date: _____

ANNEXURE: B

UNDERTAKING FOR PUBLIC LIABILITY INSURANCE

I _____ from the Company

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.

Signed by : _____
Director of the Company

Signature : _____

Company name : _____

Date : _____



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

HEALTH AND SAFETY FILE

BID NO: BL24/035

Bid no: BL24/035

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

Health and Safety file attached



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR PREVENTATIVE AND DAY TO DAY MAINTENANCE SERVICES

Generic Guidelines Building, Civil, Electrical and Mechanical Services

MANAGED BY: STATUTORY COMPLIANCE

1. PREAMBLE

In terms of the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), the Department of Public Works (NDPW), as the Client shall be responsible to prepare Health & Safety Specifications for any intended project and provide any Contractor who is making a bid or appointed to perform any work for the Client (NDPW).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Due to wide and different scope of any work on any project, every activity will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained herein, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The National Department of Public Works (NDPW) is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the NDPW. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients Departments and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the NDPW.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Occupational Health and Safety and Regulations, Act 85 of 1993, including all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are

structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Contractor; and
- d) the Contractor's health & safety plan.

To serve to ensure that the Contractor is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

- 4. DEFINITIONS** – All definitions in this document are explained or provided for in the Occupational Health and Safety Act and Preventative and Day to Day Maintenance Conditions of Contract.

Where contradictions are experienced, the definitions in the OHSA will take precedence.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 *Communication, Participation & Consultation*

5.1.1 Occupational Health & Safety matters/issues shall be communicated between the client, the Contractor, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.1.2 Consultation with the workforce on OHS matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.1.3 The Contractor will be responsible for the dissemination of all relevant OHS information to all involved, e.g. design changes agreed with the Client.

6. INTERPRETATION

a) The Occupational Health and Safety Act and all its Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.

b) The Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Act.

7. RESPONSIBILITIES OF THE CONTRACTOR.

a) The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work;

- a) The Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- b) The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act and the Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- c) The Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification,
- d) The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- e) The Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on him by the client in terms of this Specification and the Act.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the contract documents, this amongst all includes and not limited for example, to:

- Maintenance of building and horticulture works;
- Maintenance of electrical and or Mechanical machineries
- Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complexity of the project and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers.

- (a) The plan must be implemented, maintained and kept up to date during the project execution.
- (b) The contractor should prepare a H&S plan that includes
- project information;
 - client requirements for H&S management on the project;
- (c) The H&S plan should include the following information:
- Details of the client, that is the person commissioning the work, for example their name, representative and contact details;
 - Details of the project, for example address of the workplace, anticipated start and end date and a brief description of the type of work that the H&S plan will cover;
 - Details on how to manage the risks associated with falls, falling objects, moving plant, electrical / mechanical / building work and all high risk work in the project, as per the scope of work.
- (d) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
 - ensuring workers have appropriate licences and training to undertake the construction work.
- (e) The H&S plan must contain:
- a general description of the type of work activities involved in the project
 - the project program or schedule details, including start and finish dates, showing principal activities;

10. HEALTH AND SAFETY FILE

- a) The contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.

The Contractor must, keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details of work being

- a) done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- b) The Health and Safety File will remain the property of the Client throughout the project work and shall be consolidated and handed over to the Client.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client on a continuous basis.

11.1 Identification of hazards and development of risk assessments, standard working procedures (SWP) and method statements

The Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Safety Audit by the NDPW.

The NDPW (Client) will be conducting Periodic Audits ensure to compliance with Occupational Health and Safety Act and Regulation (Act 85 of 1993) and to ensure that the Contractor is adhering to, implemented and is maintaining the agreed and approved OH&S Plan.

A representative of the Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting

- a) possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
- i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Contractor is required to provide the NDPW with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Contractor is required to provide the NDPW with a monthly "SHE Risk Management Report".
- d) The Contractor is required to provide a.s.a.p. the NDPW with copies of all internal and external accident/incident investigation reports.

The Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

- (a) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (b) The Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (c) The Contractor is responsible for the investigation of all accidents relating to site operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (d) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
 - Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.

(e) Reporting Of Near-Misses

- The National Department of Public Works (NDPW) views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.

Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Planning and Progress Report meetings as the work develops and progresses, and each time changes are made to the designs, plans and work methods and processes.

The Contractor must provide the NDPW and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) *OHS rules*

The Contractor must develop a set of site-specific OHS rules that will be applied to regulate the Health and Safety Plan and associated aspects of the project.

b) *Security Arrangements*

The Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period. The Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Duties and Functions of the H&S Representatives

- The Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by the Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.

12.1.2 Establishment of H&S Committee(s)

- The Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.3 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Contractor's Health and Safety Plan and Health and Safety File.

a) *Training & Induction*

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance; moreover all employees on site must be in possession of proof of General Induction training.

13.

PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor:

- a) Clearing & grabbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Protection against heat exhaustion, dehydration, wet & cold conditions
- f) Use of portable electrical & explosive tools
- g) Mechanical works**
 - Boilers, Incinerators, welding works, Lifts, air-conditioning, geysers, heaters etc.
- h) Electrical Works**
 - Wiring, Standby generators, transformers, bulb changing, etc.
- i) Any on **Plants**
 - Sewage plants, Water reticulation plants
- j) Building Works**
 - Roofing work, ceiling, carpeting, painting, tiling, plumbing, carpentry, partitioning, etc.
- L) Civil Works**
 - Parking areas, Roads pavings, speed humps construction



14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR
SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	• Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
Cold Act Section 80 Section 8(2)(d)	Registration with Compensation Insurer.	• Written proof of registration/Letter of good standing available on Site
	Hazard Identification & Risk Assessment	• Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	• Competent person appointed in writing as • Construction Supervisor with job description.
Construction. Regulation 6(2)	Designation of Assistant for above	• Competent person appointed in writing as • Assistant Construction Supervisor with job description.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committees/s	• H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.



Section 19 & 20 General Administrative Regulations 5		• H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/	• Written agreement with (Sub-)Contractors • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. First Aid.
General Admin. Regulation 8 C/OID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	• Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept.
General Admin. Regulation 9	Investigation and Recording of Incidents	• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	• Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Hazardous Chemical Substances Regulation 9A	Material Safety Data Sheet (MSDS)	• Provide a MSDS in s form of Annexure 8 for every hazardous chemical substance used / intend to use. • Provide information and training for all exposed employees



Hazardous Chemical Substances Regulation 9A		• Provide a MSDS in s form of Annexure 8 for every hazardous chemical substance used / intend to use. • Provide information and training for all exposed employees
Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	• Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator - Tower Cranes/ - after erection/monthly - Other cranes - annually by comp. person • Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	• Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	• Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually



General Safety Regulation 3	First Aid	• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid boxes displayed. • Location of First Aid boxes clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	• PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	• Competent Persons with specific knowledge and experience designated to inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels.
General Safety Regulation 13A	Inspection of Ladders	• Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register.

15. THE CONTRACTOR'S GENERAL DUTIES

- The Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the NDPW representative whenever necessary or on request to an interested party.
- The project under control of the Contractor shall be subject to periodic health and safety audits that will be conducted by the NDPW at intervals agreed upon between the Contractor and the NDPW, provided such intervals will not exceed periods of one month.
- The Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

THE CONTRACTOR'S SPECIFIC DUTIES

The Contractor's specific duties in terms of these specifications are detailed in the Occupational Health and Safety Act and Regulations (Act 85 of 1993), as the employer.

17. THE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following the Occupational Health and Safety Act and Regulations (Act 85 of 1993) and other applicable regulations of the Act, including relevant SANS codes;

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Occupational Health and Safety Act and Regulations (Act 85 of 1993) will be kept in the Health and Safety File and will be made available at any time when required by the NDPW or his representative, or on request to an interested party.

GENERAL NOTES TO THE CONTRACTOR

Legal Framework: Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSE KEEPING

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Contractor will ensure that the matter is brought to record with the NDPW or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an a certified institution.

NOTE: No Contractor / employer shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. MINIMUM REQUIREMENTS (NOT EXHAUSTIVE) TO BE KEPT BY THE CONTRACTOR

a) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site, unless provided for by the NDPW.

b) Smoking Areas

The Department of Public Works is designated as non-smoking area.

c) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and the NDPW.

a) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

b) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading (e.g. plastic danger tape) has been approved in writing by the NDPW. The contractors' barricading standard shall be included in the Health and Safety Plan. Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number

a) Erection of Structures for Logistic Support

The NDPW shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

b) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest. Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment.

Any deviation from this requirement shall be negotiated and agreed with the NDPW in writing.

c) Hazardous Chemical Substances Waste Removal

The contractor shall provide adequately marked and sealable containers to transport all hazardous chemical waste from the source to the approved Works disposal point.

d) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

21. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

22. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in the Health and Safety File;

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- an evaluation of the method of the work to be conducted
- the method statement on the procedure to be followed in performing the task shall be developed
- the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Physical and mental capabilities of employees
 - iii. Others as may be specified.
- a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.



- a) List of Statutory appointments
- b) List of record keeping responsibilities Inspection checklist

IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water Electricity		
	Police		
	Fire Brigade		
	Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

**SECTION 37(2) AGREEMENTS
CONCLUDED BETWEEN**

DEPARTMENT OF PUBLIC WORKS

(Hereinafter referred to as Department of Public Works)

AND

.....

(Name of contractor/supplier)

I,[
(name)representing [Insert name of
contractor/supplier], do hereby acknowledge that
[insert name of contractor/supplier] is an employer in his/her own right, with duties as prescribed
in the Occupational Health and Safety Act No. 85 of 1993 (“the Act”), as amended, and agree to
ensure that all work will be performed and/or machinery or plant used in accordance with the
provisions of the Act.

I undertake that [insert name of contractor/supplier]
shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the
Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert
brief details of project/service, for example, name, contract/project number]
.....and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [Insert name of contractor/supplier] and
Department of Public Works, which will ensure compliance by
..... [Insert name of contractor/supplier] with the
provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation,
modification, or waiver of any of the provisions of this agreement or consent to any departure from

these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

Behalf of (Supplier/contractor)

Contractor Responsible Manager (responsible for signing the Department of Public Works' contract on behalf of the contractor)

Witnesses

1.

2.

Signed this day of20.....

At (Place)

(Full name)..... (Signature).....on

On behalf of **Department of Public Works (NDPW)**.
(Department of Public Works representative)

Witnesses

1.

2.

DRPW – 03 (EC) TENDER DATA

Bid no: BL24/035

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

Paste Tender Data here

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



C.1.4	The Employer's agent is:
	Name:
	Capacity:
	Address:
	Tel:
	Fax:
	E-mail:
C.2.1	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGIS:</u>
C.3.11	The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this tender, acceptable documentary proof thereof): a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a N/A or N/A ** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB. - the lead partner has a contractor grading designation in the N/A or N/A ** class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a N/A or N/A ** class of construction work ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Applicable



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

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

Minimum functionality score to qualify for further evaluation:



PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state? ☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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



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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....
.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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



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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows:

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



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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

_____ *(project description as per Tender Document)*

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

1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____

_____ *(Position in the Enterprise)*

and who will sign as follows:

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

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ Postal Code _____



Postal Address:

Postal Code

Telephone number:

Fax number:

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____



in *his/her Capacity as: _____
(position in theEnterprise)

and who will sign as follows: _____

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

- C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			



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

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

Note:

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



DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	Motheo District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.		
Tender / Quotation no:	BL24/035	Reference no:	[Comments]

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: N/A

Venue: N/A

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer		Signature	Date

Name of DPW Representative		Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Motheo District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.		
Tender / Quotation no:	BL24/035	Reference no:	[Comments]

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

PROCUREMENT

Tender Number: BL24/035

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

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / developed area/township	Indicate if military veteran
1.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

² EME: Exempted Micro Enterprise
³ QSE: Qualifying Small Business Enterprise



1. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;

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

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:		Motheo District Municipality: 36 Months Preventative Maintenance, Service and Repair of Standby Generator.		
Tender / Quotation no:		BL24/035	Closing date: Tuesday, 19 November 2024	Time: 11H00

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

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

1.1. Current projects

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



1.2. Completed projects

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

Name of Tenderer		Signature	Date



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

- 1.3.1 **Price: Maximum 80 points**
- 1.3.2 **Specific Goals: Maximum 20 points**

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any Account or statement which is in the name of the Bidder. Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	- Lease Agreement which is in the name of the bidder. - SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

1.6

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

1.7

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

2. DEFINITIONS

- (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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2.

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6.

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

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 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:	
.....	
.....	



**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

This affidavit
must be used
for Construction/
CIDB related
projects/ service
only

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date."		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011,"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

- o Black Youth % _____ %
- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %

o Black Military Veterans % _____ %

4) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ / _____ / _____, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP		R1.8 million	
Contractor		R3.0 million	
Supplier		R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

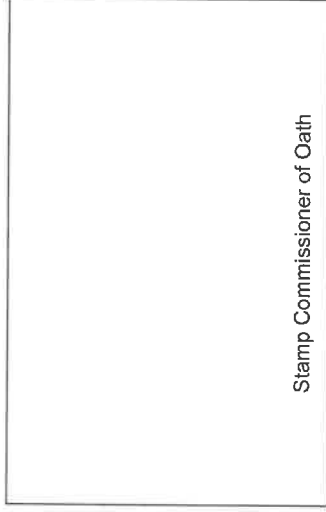
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

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



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

- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
 - 2.4. The various parts of the Contract are severable and may be interpreted as such.
 - 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
 - 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.
3. DURATION
- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
 - 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
 - 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. The Employer shall give access to or supply the Service Provider with:

- 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
- 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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

- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.
6. SERVICE MANAGER
- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

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

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

9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*

9.2.1 *the Employer shall be entitled to cancel the Contract*

9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*

9.2.1 *employees, officers and directors of the Service Provider; and*

9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*

9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*

9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. **AMBIGUITY IN DOCUMENTS**

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

11. **INSURANCES**

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

12. **ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**

12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*

12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*

12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*



- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*
13. **PROGRAMME**
- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*
14. **SUBCONTRACTING**
- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*
15. **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**
- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*
16. **COMPLIANCE WITH LEGISLATION**
- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.
17. REPORTING OF INCIDENTS
- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.
- 17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible
18. NUISANCE
- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.
19. MATERIALS, WORKMANSHIP AND EQUIPMENT
- 19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.



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

20. URGENT WORK

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

21. INDEMNIFICATIONS

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

22. VARIATIONS

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

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



23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = (Nw - Nn) + (Rw - Rn) \times X$$

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. PENALTY FOR NON-PERFORMANCE

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,
- 25.1.1 delays in performing any of the Services;
- 25.1.2 fails to perform any of the Services;
- 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.
26. PAYMENTS
- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
- 26.2.2 adjustments in terms of the pricing data;
- 26.2.3 additional work rendered by the Service Provider;
- 26.2.4 CPAP adjustment where stated in the Contract Data; and
- 26.2.5 VAT. Vat will be indicated separately in all documents.
- 26.3 If the Service Provider elects a security of 2.5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)
- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.
- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account *inter alia* the following:
- i. Deductions for penalties;
 - ii. Deductions for overpayments;
 - iii. Deductions for retention
 - iv. Deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within ~~10~~ ¹⁴ ~~30~~ days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

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

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

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

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

33. BREACH OF CONTRACT

- 33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*
- 33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*
- 33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*
- 33.1.3 *To suspend further payments to the Service Provider;*
- 33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*
- 33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*
- 33.3 *In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:*
- 33.3.1 *enforce strict compliance with the terms and conditions of the Contract; or*
- 33.3.2 *terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.*
- 34. STOPPAGE AND/OR TERMINATION OF CONTRACT**
- 34.1 *The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.*
- 34.2 *The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:*
- 34.2.1 *on breach of this Contract by the Service Provider as stipulated in Clause 33;*
- 34.2.2 *on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;*
- 34.2.3 *if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;*

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



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



37.6

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