

BID DOCUMENT



public works
S. 116 of the Constitution
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**INVITATION TO BID FOR THE SERVICE, REPAIRS AND MAINTENANCE OF STANDBY POWER GENERATORS
IN STATE BUILDINGS AND COMPLEXES**

FOR THE APPOINTMENT OF A 36 MonthsTerm CONTRACT IN THE WESTERN CAPE REGION

BID NO: CPTYT 10/24

AREA 1

Name of BIDDER:

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS

Prepared by: C. Mzimkulu

CHIEF WORKS MANAGER

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	36 MONTHS TERM CONTRACT: SERVICE, REPAIRS AND MAINTENANCE TO STANDBY POWER GENERATORS IN THE WESTERN CAPE – AREA 1
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Tender no:	CPTYT 10/24	Reference no:	
Advertising date:	16/08/2024	Closing date:	06/09/2024
Closing time:	11:00 AM	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **7 EB OR 7 EP** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

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

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

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".

insert motivation (if the provided space is not enough attach a memorandum)

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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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 initialled.
4	☒	Submission of a signed bid offer as per the DPW-07 (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	☒	The bidders must sign the attendance register at the meeting as proof of attendance and the register will be closed at the venue after the meeting. Failure to sign the attendance register will render your bid non-responsive.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☐	
11	☐	
12	☐	
13	☐	
14	☐	

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

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

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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 initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure
4	☐	Submission of PA-16.1 (EC): Ownership Particulars
5	☐	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
6	☐	Data provided by the Service Provider (C1.2.3) completed.
7	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
9	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10	☒	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.
11	☒	A) EXPERIENCE The bidder must submit 2(two) or more completed projects relating to Repairs and Maintenance of Standby Generators with a minimum value of R3, 000,000.00 Accumulatively in the past 10 years. Completed projects to be listed on the DPW-09 (EC) form. The following documents must be submitted in relation to the above: 1. Signed Appointment letter(s) by the employer on an official letterhead with clear contract description, contract value, and contract duration and contact details. OR 2. Signed Completion Certificate with clear contract description, contract value and contract duration. OR 3. Purchase order with clear contract description and contract value. Each of the above submitted documents must be accompanied by reference letter(s) on an official letter head and must aligned to the submitted completed projects.
12	☒	<u>Resources: Workshop</u> The bidder must have a functional workshop located in the western cape. Bidders must provide with the tender document proof of ownership (copy of a title deed) of an existing workshop or a lease agreement of workshop (signed by both the lessor and lessee and must be valid for the duration of the contract), or the letter of intent signed by the company director to establish a workshop upon award. The bidder will be given 7 calendar days to establish the workshop if awarded the tender.

13	☒	<u>Resources: Vehicles</u> The bidder must provide proof for a minimum of three (3) vehicles in order to cover the Area as listed in the Special Conditions of Contract for the Area in which the bidder has bid in. The bidder must provide one of the following as proof of vehicles: i) Copy of print out of vehicles registration with the director's name or company name. or ii). A lease agreement signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract. Failure to submit any of the above required documents will render the bid non-compliant. or iii) A signed letter of intent by the company director to purchase or lease vehicles upon award. The bidder will be given 7 calendar days to purchase or lease vehicles if awarded the tender.
14	☒	<u>Resources: Qualified Staff -3 x Artisans</u> The bidder must submit an Accredited N3 Electrical and Mechanical certificates, a minimum of 3 x Accredited Auto Electrician, Diesel Mechanic & Millwright trade test certificates in each discipline. with a minimum 3 years' relevant experience in Repairs, Service & Maintenance to Standby Generators. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a <u>minimum of three (3)</u> detailed CV (s) of staff with certified qualification (s) / certificate (s) - certified by the Commissioner of Oath/SAPS per discipline. Failure to submit any of the above required documents will render the bid non-compliant. <u>Resources: Qualified Staff -1 x Installation Electricians</u> The bidder must submit an Accredited N3 electrical certificate, Accredited Electrical trade test certificate and accredited three (3) phase wireman's license with a minimum 3 years relevant experience in Issuing of certificates of compliance. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a <u>minimum of two (2)</u> detailed CV (s) of staff with certified qualification (s) / certificate (s) - certified by the Commissioner of Oath/SAPS. Failure to submit any of the above required documents will render the bid non-compliant.
15	☒	<u>Resources: Qualified Staff -1 x Team Leader</u> The bidder must submit an accredited proof of passing National Diploma or National Technical Diploma or N6 in Electrical/ Mechanical Engineering field, with Three Phase Wireman License, and Electrical trade test certificate with a minimum 5 years' relevant supervisory experience in Repairs, Service & Maintenance to Standby Generator. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a detailed CV of the team leader with certified qualification (s) / certificate (s) - certified by the Commissioner of Oath/SAPS. Failure to submit any of the above required documents will render the bid non-compliant.

4.3. 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:

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

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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 in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (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)	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 (NCPDSA).
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.

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8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.



NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	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)	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)	2	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

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

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				South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.
	OR			Or
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	- National Council for Persons with Physical Disability in South Africa registration (NCPDPSA). - 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: (Tick applicable preference point scoring system)

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

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 guarantee/s and financial statements.

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	N/A
(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.	N/A
(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.	N/A
(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.	N/A
(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.	N/A

(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	N/A
(g)	Labour Intensive Works – Condition of Contract.	N/A

(h)		N/A
(i)		N/A

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 Customs House Tender Office. A non-refundable bid deposit of R 700.00 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

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

The particulars for said pre- tender site inspection meeting or site inspection meeting. are:

Venue:	CUSTOMS HOUSE. HEERENGRACHT STREET, FORESHORE, 1 st FLOOR, RED ROOM		
Virtual meeting link:	N/A		
Date:	23/08/2024	Starting time:	11:00 AM

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Chumani Mzimkulu	Telephone no:	021 402 2426
Cellular phone no	067 416 7435	Fax no:	
E-mail	Chumani.Mzimkulu@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Owethu Zibaya	Telephone no:	021 402 2345
Cellular phone no		Fax no:	
E-mail	Owethu.Zibaya@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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".

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).

	OR	Deposited in the tender box at: Foreshore Customs House Building Heerengracht, Foreshore Main entrance Ground floor
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PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

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1. DEFINITIONS

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

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

2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
 - 2.1.1 The masculine includes the feminine and the neuter, vice versa;
 - 2.1.2 The singular includes the plural; and vice versa
 - 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3. DURATION

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
 - 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or
 - 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
 - 9.2.1 employees, officers and directors of the Service Provider; and
 - 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

10. AMBIGUITY IN DOCUMENTS

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

11. INSURANCES

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

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. PROGRAMME

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

- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

14. SUBCONTRACTING

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

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

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

16. COMPLIANCE WITH LEGISLATION

- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

17. REPORTING OF INCIDENTS

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

- 17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

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

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.
- 19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

- 20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to an act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5. In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6. Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

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

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

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

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

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

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

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

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

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

The factor $(Rw - Rn) \div X$ 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:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. RELEASE OF SECURITY

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or

(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

28. OVERPAYMENTS

28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. BREACH OF CONTRACT

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

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

- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
- 33.1.3 To suspend further payments to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
 - 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
 - 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. **STOPPAGE AND/OR TERMINATION OF CONTRACT**
 - 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
 - 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
 - 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
 - 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
 - 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
 - 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
 - 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
 - 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
 - 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
 - 34.4 Further, the Contract shall be considered as having been terminated:
 - 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
 - 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
 - 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
 - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
 - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

36 MONTHS TERM CONTRACT:
SERVICE, REPAIRS AND MAINTENANCE
TO
STANDBY POWER GENERATORS
IN THE
WESTERN CAPE REGION

AREA: ONE (1)

BID NO:

NAME OF BIDDER:

OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X9027
CAPE TOWN
8000



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

**ACKNOWLEDGEMENT OF RECEIPT OF OCCUPATIONAL HEALTH
AND SAFETY SPECIFICATION**

PROJECT: **SERVICE, REPLACE REPAIRS AND MAINTENANCE
CONTRACT FOR**

EMERGENCY STANDBY POWER GENERATORS

IN THE WESTERN CAPE REGION: AREA – ONE (1)

I,, the undersigned,
herewith acknowledges receipt of the Occupational Health and Safety Specification as
bound-in, in the tender document on behalf of

.....

.....

Address:

.....

.....

.....

.....

Postal Code:

Signed:

Date:



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

**36 MONTHS TERM CONTRACT: SERVICE, REPAIRS AND MAINTENANCE
TO STANDBY POWER GENERATORS IN THE WESTERN CAPE REGION
AREA – ONE (1)**

SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF CONTRACT:

This bid is aimed at procuring the services of an established service provider capable of executing general repairs, replacement, servicing and maintenance of Emergency Standby Generator sets and controls as detailed in the Schedules.

This contract includes installations at all DPW&I properties not limited to the list provided below as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as Client Departments such as the following:

1. South African Police Services
2. Dept. of Correctional Services
3. Dept. of Justice
4. Dept. Agriculture, Land Reform and Rural Development
5. Dept. of Public Works & Infrastructure
6. Dept. of Forestry, Fisheries and the Environment
7. Dept. of Defense
8. Dept. of Arts and Culture
9. Various Hired Buildings (liaise with the Department and obtained approval before the service is carried out)
10. Various Departmental Islands - Antarctica "SANAE 4 Base", Gough Island, Robben Island and Marion Island
11. Parliamentary Precinct and Villages
12. Dept. Justice and Constitutional Development

The Department of Public Works and Infrastructure reserves the right to enter into separate contracts with third parties for major Repairs and Renovations, Capital Works or any maintenance or repair work or to have such work done by its own personnel in any complex or building covered in the area of this contract. The work included in such separate contracts will automatically be excluded from this contract.

THE QUANTITIES REFLECTED IN THE SCHEDULES ARE MERELY ILLUSTRATIVE AND NO WARRANTY CAN BE GIVEN AS TO THE QUANTITIES OF WORK THAT WILL ULTIMATELY BE ENTRUSTED TO THE SUCCESSFUL BIDDER.

Bidders are to note that they must fully acquaint themselves with the nature of the work to be carried out and the location of the plants in the execution of the service and to allow for all of these factors in their prices, as any additional claims will not be entertained.

Fuel will be supplied by the Client Departments. Except for the DPW&I Buildings, Parliamentary Precinct and Villages, Parliament Towers, Swans Garage, Prestige Buildings, Belvedere Building and Robben Island. The contractor however will be responsible to check present fuel levels and to ensure that the day tank is full.

The service provider must supply all expendable material such as oil, (excluding crankcase oil) grease and cleaning material necessary for the proper execution of maintenance, servicing and repair work.

The generating sets covered under this contract comprise various configurations between 1 to 12 cylinder engines manufactured by companies such as Rolls Royce, Deutz, Cummins, A.D.E., Caterpillar and others, varying between sizes: - 5 kVA to 1500 kVA.

Most generating plants are equipped with various types of automatic change over control panels.

The service provider shall arrange prior with the Client Departments, to prevent any disruptions of whatever nature, a power failure simulation, to have a full load test done with major, minor services and any repairs. Alternative arrangements shall be made if not possible on the day of the service or repair.

The service provider will be responsible for any damage to sets in the event of negligence or poor workmanship.

Claims will be considered for specialised labour and advice, equipment or special equipment or transportation of same for services/repairs/maintenance by means of written instructions from DPW and suppliers invoices.

2. UNCERTAINTY ABOUT SCOPE:

- a) Should the service provider be uncertain about the scope of work to be executed against any item included under this contract, the National Department of Public Works must immediately be requested to clarify its instructions before the submission of a bid.
- b) The Department will not appoint the same Service Provider for more than one area. This will be done in the interest of spreading work between more Service Provider. The Department will only appoint the same Service Provider with more than two areas per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate price range for the area Bids.**

3. VALUE ADDED TAX (VAT)

The tender price must include for Value-Added Tax (VAT). All rates and prices entered in this bid document must be net, i.e. exclusive of VAT. VAT must be calculated and added to the total value of all the items in the schedules as reflected in the summary.

4. PROVISIONAL QUANTITIES:

All quantities in this bid document are provisional and inserted in order to obtain competitive bids. The Department reserves the right to increase or decrease quantities during the progress of the contract without affecting unit rates.

5. CONTRACT PRICE ADJUSTMENTS / ESCALATION:

This is a fixed price contract and no price adjustment of whatever nature, except for reductions or increase in Value Added Tax (VAT) shall be applicable.

6. COMPLETENESS OF DOCUMENTATION:

The pages of this bid document 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 if this bid contains any obvious errors, the Bidder shall obtain a directive in writing from the Department of Public Works.

The text of this bid and other documents as prepared by the Department of Public Works will be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

7. INTERPRETATION OF CONTRACT:

In the event of any dispute arising regarding this bid, the matter shall be referred by the Department of Public Works to the SCM, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the bid or incidental thereto.

8. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT:

This contract shall be valid for a period of (36) months commencing from the date of the letter of acceptance, and may not be renewed further.

9. EXECUTION OF WORK:

An adequate and comprehensive service of a standard at all times acceptable to Department of Public Works is to be provided, and shall comply with the requirements of SANS and any other applicable Code of Practice and/or Government Regulations, with latest amendments.

All calls are to be attended to on the day of the call, provided the call is received before 12:00. Otherwise the call must be attended to the following day. If the service provider fails to respond within the time limits as stated above, the Department would have the right to appoint any other service provider to do the work without further notification. The additional costs, if any for such work, executed by another service provider, will be for the account of you as the Bidder.

A Service provider will conduct an assessment on the first day of call-out to scope for work to be executed, however the maximum acceptable time to finish-up work after assessment is 8hrs per day unless there is an arrangement between the department, client and a service provider to extend work for further more days due to disruptions on site or time frame for the ordered material, otherwise the travelling costs will not be covered without proper communication to relevant works manager.

The successful bidder may be requested to assist outside of the area appointed for and on other electrical related requests should there be a need or an emergency, in agreement with the relevant works manager.

10. MANAGEMENT OF EXECUTION OF WORK:

The Service Provider undertakes to:

- a) Provide the Department with a list of names of his representatives / agents who will be responsible for management of the execution of the work at the individual buildings / areas covered by this contract.
- b) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service;
- c) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- d) Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- e) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- f) Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays
- g) Perform maintenance, servicing and repair work during normal working hours.
- h) Make suitable arrangements regarding the signing of job cards with the respective client departments. It must be noted that no extra time will be allowed or paid for this exercise and no invoice will be paid without the required signed documents.

11. EMERGENCY SERVICES:

Generators are essential equipment and should be treated as emergency and attended to as the call requires. After hour calls will be handled by a relevant works manager and all detail of such calls and reference no. (ID) will be provided as received from the call center. No calls or instruction to be taken from the client.

The service provider must however, ensure that the responsible official of the Client Department signs the Job Card.

12. SCHEDULED WORK

a) SCHEDULE 1

The scheduled rates for the services of the various sizes of generator sets, will be inclusive of parts, labour and travelling cost.

b) SCHEDULE 2

Material is non-scheduled, so the department will require a supplier's invoice for every non-scheduled. On site labour will be charged separately as per scheduled labour rate and travelling costs will be claimed per kilometre, which will be for km's travelled. The onsite labour claimed for shall be verified by means of a signed job card by the client.

Percentage mark-up can only be charged on material by submitting supplier's invoices.

THEREFORE....

All mechanical and electrical related replacement/repairs to engines, alternators and control panels shall be executed and claimed under non-scheduled work as well as major engine and alternator overhauls / repairs

Prices for material and parts used must be verified by means of suppliers invoices. Any normal discounts received on material and spares by the contractor shall be passed on to the Department.

The amount of such invoices, after deduction of any discount, will be taken into account for payments to the contractor. If such invoices are not submitted, no claim for materials will be paid.

Should the prices of the service provider's supplier be abnormally high, then the Department reserves the right to obtain a written quotation for similar items from an independent supplier and the rates of such quotation shall then be applied to the material, spares and plant reflected on the relevant quotation invoice.

Service provider shall submit an original or a certified copy of the supplier's invoice in respect of materials used, executing non-scheduled services with their invoice payment. The materials with quantities must be clearly descriptive. The mark-up (elsewhere in the document) on non-schedule materials will be calculated after discounts, to be credited to the Department (if any) and before VAT.

A separate invoice for each job shall be submitted.

13. TRAINED STAFF:

The service provider shall use appropriately qualified, competently trained staff directly employed and supervised by him and shall take all reasonable care to maintain the installations and keep them in proper operating condition.

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

The service provider to ensure that all staff are security cleared. Should new staff members been employed, the service provider must ensure that the new employee is security cleared.

Employees will be clearly identified by the company's name and logo.

NOTE:

BIDDERS ARE TO SUPPLY CERTIFIED COPIES OF ALL ARTISANS QUALIFICATIONS / LICENSES OR CERTIFICATES RELEVANT TO THIS BID, INCLUDING CERTIFIED COPIES OF ID DOCUMENTS. FAILURE TO DO SO WILL DISQUALIFY THE BID SUBMITTED.

14. QUALITY OF WORK:

If found that materials of inferior quality have been used or work of an unacceptable standard has been rendered; or serviceable material has been replaced unnecessarily, the service provider shall rectify the work at his own expense. Should the service provider fail to do so, the Department reserves the right to have the work re-done and to recover the cost thereof from the service provider.

15. MATERIAL OF EQUAL QUALITY:

Material used shall be of equal specification and shall match the existing item that is being replaced, but can be of a different size if specifically required by the Department. If such equivalent components are not available, then the Department prior to installation must approve the alternative component.

A representative of the Client Department must sign for spares that have been used in the execution of services and details entered on the Job Cards.

The service provider must complete the service document and submit it to the Department with completed Job Card

16. REDUNDANT MATERIAL, RUBBLE AND WASTE:

All redundant material or part shall be labelled with the complaint number for the repair work.

After an inspection of all the material and parts that are obsolete / unserviceable / of no value to the Department, the service provider shall be notified to remove and dispose of such material and parts during the next call. The material and parts shall then become the property of the service provider and the removal and disposing thereof shall be for the service provider's account.

All rubbish and waste shall be removed from the site by the service provider and the plant rooms shall be kept in a clean and neat and tidy condition.

17. WARRANTIES:

The onus is on the service provider to take responsibility to WARRANT all major mechanical and electrical repairs. Replacement of existing generator sets will carry a warranty and service plan for a 12-month period after installation, which must be included in the quoted price.

FAILURE TO DO SO WILL NECESSARILY IMPACT ON THE PROCESSING OF INVOICES AND MAY RESULT IN DELAYS OF PAYMENTS.

18. OFFICIAL ORDER FORM:

a) An official order number for this contract will be issued to the service provider.

b) Only officials of the Department may commission services to the service provider. For each job, a complaint will be registered with a unique CPT / ID reference number. The service provider will receive the complaint via facsimile facilities / e-mail. It is however, expected of the service provider to respond to telephonic requests for services.

c) No invoice will be processed for payments without the necessary reference number.

19. JOB CARDS:

Job Cards shall be completed daily for each and every repair undertaken.

The service provider must provide his own supply of Job Cards in accordance with the example included herein.

The Job Card must be completed legibly in black ink after completion of each repair.

Only the artisan who executed the repair work may sign the job card and submit it to the Client Department for signature.

In addition to the original completed Job Card submitted with the invoice, the service provider must submit a copy of the Job Card to the Client Department for audit purposes and retain a third copy for his official records. Failure to comply with the above could delay payment. It is also expected from the service provider to sign the registers at security/guard entrances or at the Facility office on sites when arriving at and departing from site.

Note: The use of correctional fluid will not be allowed on any documentation.

20. INVOICES FOR REPAIRS:

Invoices for services rendered, must be accompanied by Job Cards for each separate building or complex.

Any error in the compilation of the Job Card or account discovered at a later stage shall be rectified; any overpayment will be recovered by the Department.

21. PAYMENT TO SERVICE PROVIDERS:

Invoices need to be submitted frequently and within a month after completion of a job. Failure to comply shall lead to cancellation of the reference number and no claim will be accepted. Payment of invoices complying with all the requirements will be made within 30 days after certification thereof provided the Service and / or Repairs have been satisfactorily concluded and invoices are accurately and comprehensively completed and are accompanied by the service sheets and all relevant documents. **No payment will be made without an official complaint number and duly completed and signed job card.**

22. ACCESS CARDS TO SECURITY AREAS:

The service provider must comply with any regulations or instructions issued by the Client concerning access to security areas.

23. SECURITY CHECKS ON PERSONNEL:

The Department, National Defence Force, S.A. Police Services, or any other Statutory Body, may require the service provider to have his personnel or a certain number of them security classified.

In the event of the Client requesting the removal of a person/s for security reasons, the service provider shall do so forthwith and ensure that such person/s are denied access.

24. INSPECTIONS:

The Department of Public Works may at any time inspect the work performed by the service provider in terms of this contract. Such inspections will not relieve the service provider of its obligation to complete the work in strict accordance with Department of Public Works instructions and all SANS codes of practice.

Before awarding the Contract, the Department of Public Works will carry out a full and detailed inspection of the service provider's workshop facilities.

25 SERVICE PROVIDER'S ABILITY

Bidders are to note, specially, that all generators and their prime movers to be serviced/maintained/repared under this contract are of the utmost strategic importance to the Department and sufficient evidence of the service provider's ability to satisfactorily perform the specified services will be required.

Service providers will be required to satisfy the department of their ability to obtain parts without delay for generators such as Rolls Royce, Ford, Deutz, Caterpillar, Perkins, Wisconsin, Ruston Hornsby, GM Detroit, Daimler Benz, Volvo Penta, Cummins, Lister, VM, Bedford, MWM, A.D.E., Ossberger, Man, Mitsubishi, Petter, Komatsu, MTU, Isuzu, Honda, etc.

Bidders will also have to satisfy the Department that –

- (i) Their technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.
- (ii) Their technicians doing the start- up services are fully qualified electricians and have knowledge of L.V. switching in order to test the sets on load.
- (iii) Their technicians have knowledge of electronics and the operation sequence of automatic panels as well as the protection interlocks on the alternators. Drawings of the circuits are not available.
- (iv) Their technicians are fully conversant with the workings of various diesel engines as well as protection devices and able to carry out minor repairs on site.

26 UNIT RATES

The Department shall be at liberty to make such adjustments to individual unit rates in these schedules as necessary to eliminate errors, discrepancies or what it considers to be unreasonable or unbalanced rates, and to balance the totals without altering the Tender Amount.

Please note: The department will not pay for any accommodation, delivery of material and storage of material costs.

27 BIDDERS / SERVICE PROVIDER'S COMPETENCY

For this SPECIALISED FIELD OF SERVICE, the BIDDER / SERVICE PROVIDER has to be established and registered and must be familiar with electronic control panels (fault finding) and automatic standby generators (mechanical repairs).

28 INSTALLATION ELECTRICIAN

The Bidder/Service Provider has to be in possession of a registered "Installation Electrician Certificate" and a certified copy of the certificate of registration has to be submitted with the tender. Electrical repair work must be executed under the direct supervision of an Installation Electrician.

29 LABOUR & TRANSPORT

(a) **Labor rates** referred to in Schedule 2 shall be deemed to include for Statutory minimum labour rates, contribution to bonus, holiday, pension and medical funds, etc., as well as any profit. Labour claimed for shall be for the hours (arrival on and departure from site), justified by means of a fully completed and signed job card as well as register at security or facility office.

The first hour on the first day on site must be an assessment if the job is not completed on the same day

(b) **Transport costs** referred to in Schedule 2, shall be deemed to be:

1. Travelling cost / km

That will be for artisans, assistants and driver, as well as overheads and profit.

Distances travelled will be calculated from the Core Centre Town for this area, which will be **Cape Town City Centre**. (In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy the distance claimed by the service provider is justified)

(c) **The Department will not accept labour rates less than minimum labour rates as stipulated by the department of labour for the Artisan and The Artisan Assistant.**

30 FRAUDULENT CONDUCT:

Fraudulent Conduct shall mean any conduct aimed at obtaining an unjust profit.

31. SCHEDULED 1: SERVICING

The Department aim to create a data base of all machines and controls, therefore it is expected from the service provider to obtain all information with the first visit and provide it to the Department on the attached data sheet.

The successful bidder must bear in mind that the scope of sets listed in this portfolio may vary from 5 kVA to 1500 kVA and the price per service will vary respectively for spares and labour.

Service provider should also note that for each service of the generators, travelling, on-site labour and material e.g. Filters will all be scheduled on the service rate.

This contract will start with a full major service. Any services or repairs to any set will be done on the unique CPT/ID reference number and prior arrangements shall also be made with the client facility official on site.

31.1 MAJOR SERVICE

During the first month of the start of this contract, a major service shall be carried out as per service schedule provided by the Department. The major service shall be according to the attached service check list. Major service to be carried out after 250 running hours or every 12 months, whichever comes first.

NB: A major service will be required for each and every generator set within this portfolio.

31.2 MINOR SERVICE

Minor services shall be carried out on a quarterly basis. The service inspection will be carried out as per the herein attached minor service checklist and the generator will be tested under full load as arranged with the client.

32. SCHEDULE 2: REPAIRS, REPLACEMENTS AND HIRING OF EQUIPMENT

Bidders must allow for replacements of out-dated items and revamping of equipment, etc. as indicated in items below, in the price schedule provided within this bid.

32.1 AUTOMATIC BATTERY CHARGER (Equal to LOVATO or DEEP SEA or SCANIA or CUMMINS type)

In cases where existing old outdated battery chargers becomes obsolete as a result of wear and tear, automatic battery chargers (equal to Lovato or Deep Sea or Scania or Cummins type have to be used).

32.2 GENERATOR ROOM: PREPARATION AND PAINTING OF PLANT AND FLOOR

Where plant room floors and equipment needs to be revamped, the following method shall be used: -

Degrease engine/alternator/tank assembly and plant room floor with an approved Engine cleaner/degreaser"

Apply paint remover to engine/alternator/tank and floor with an approved Heavy Duty paint stripper"

De-rust and remove existing paint from engine/alternator/tank with a heavy duty electric wire brush machine.

High pressure steam clean engine/alternator/tank and floor

Prime engine/alternator/tank with an approved coat primer –grey"

Spray-paint engine/alternator/tank with high temperature hammer tone paint – Bright Blue

Paint plant room floor with red stoep paint – PT TERRA COTTA

Paint exhaust and manifold with high temperature silver aluminium paint

32.3 PLANT ROOM DOORS

Where doors are to be replaced, it shall be of the standard substation type double doors, made of "marranti wood." The bottom section of the doors shall have suitable size louvers to allow for the flow of cool air within the plant room. Galvanised "Hasp and Staples" brass hinges and screws and DPW approved padlocks shall be used to secure the doors and lock the plant room.

The doors shall be coated with a double coat of varnish.

32.4 OTHER EQUIPMENT COVERED IN SCHEDULE 2

Where other equipment are to be replaced as indicated in schedule 2, it shall be installed in accordance with DPW standards and conditions

32.5 AUTOMATIC CONTROLLERS (Equal or similar to the Lovato or Deep Sea Type)

This contract will allow where and whenever to have the system been changed from a manual control panel to a fully automatic control panel by installing automatic controllers

END OF SCOPE OF WORKS.

SCHEDULE – ONE(1)

DESCRIPTION OF WORK

All the unit rates of this schedule must be completed by the Bidder. "No cost" or un-priced items shall lead to disqualification of the bid.

RATES FOR MAJOR AND MINOR SERVICES OF GENERATOR SETS : AREA ONE (1) Unit rates inclusive of material plus profit, labour and transport cost (including traveling time)

Emergency Power Generators.				Quantity	Major Service	Minor Service
1.	5-30kva			1	R	R
2.	31-60kva			1	R	R
3.	61-150kva			1	R	R
4.	151-200kva			1	R	R
5.	201-300kva			1	R	R
6.	301-450kva			1	R	R
7.	451-600kva			1	R	R
8.	601-800kva			1	R	R
9.	801-1500kva			1	R	R
TOTAL PRICE FOR MAJOR AND MINOR SERVICES					R	R

TOTAL:

SCHEDULE ONE (1)

TOTAL CARRIED TO SUMMARY PAGE(EXCL. VAT)

END OF SCHEDULE – ONE (1)

DESCRIPTION: AREA 1 SERVICE, MAINTENANCE, REPLACE AND REPAIR TO STANDBY GENERATORS IN STATE BUILDINGS
IN THE WESTERN CAPE REGION.

SCHEDULE TWO (AREA 1)

	SCHEDULED RATES BASED ON MATERIAL, SPECIALIZED SERVICES AND HIRING OF EQUIPMENT/PLANT, LABOUR AND TRAVELLING COST	QUANTITY PER UNIT	RATE	TOTAL VAT EXCLUDED
1.	MATERIAL			
	The cost of items shall be deemed to be for material used and justified by means of suppliers invoice, after deduction of any discount and delivered on site. The formula to be used will be : A + B = C A= Non-fixed Provisional Quantity on material B= Percentage mark-up C= Total Costs			
		A	B	C
1.1	Percentage mark-up on items.	R 15,180000.00	%	

SPECIALIZED SERVICES				
2	The costs shall be deemed to be for specialised services outside the scope of work covered in this contract The formula to be used will be : A + B = C A= Non-fixed Provisional Quantity on material B= Percentage mark-up C= Total Costs			
2.1	Percentage mark-up on claims	A	B	C
		R 9,995000.00	%	
3	LABOUR (NORMAL WORKING HOURS) The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc., as well as for normal working hours, overtime, Sunday- and Holiday time, but excluding VAT. The formula to be used will be : A x B = C A= Non-fixed Provisional working hours B= labour rate per hour C= Total Costs			
3.1	Qualified Artisan	A	B	C
		1Hour		
3.2	Assistant/Semi Skilled	A	B	C
		1Hour		
TOTAL				

LABOUR (OVERTIME, WEEKENDS AND PUBLIC HOLIDAYS)				
4	The formula to be used will be : A x B = C A= Non-fixed Provisional number of hours B= Labour rate per hour C= Total Costs			
4.1	Qualified Artisan	1Hour	A	B C
4.2	Assistant/Semi Skilled	1Hour		
	TOTAL			
5	TRAVELLING COST Transport costs will be running cost per kilometre from the core town as indicated in the Area List. The formula to be used will be : A x B = C A= Non-fixed Provisional kilometres/ hours B= Rate per kilometre C= Total Costs			
5.1	Kilometres travelled from Core Town	1Km	A	B C

SCHEDULE TWO	AMOUNT	
	Rands	Cents
Material		
Specialized services		
Labour rate(normal hours)		
Labour rate(over time)		
Travelling cost		

VAT 15% (If VAT Vendor) _____

GRAND TOTAL

SIGNED : _____

NAME OF CONTRACTOR : _____

ADDRESS : _____

NOTE: THE GRAND TOTAL TO BE TRANSFERRED TO THE SUMMARY PAGE.

SUMMARY

The total bid price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Tender Form, which must be returned together with this document.

(a) Amount for all work specified in Schedule 1 R.....

(b) Amount for all work specified in Schedule 2 R.....

SUB TOTAL R.....

Add:

Value-added Tax (if vat vendor) R.....

GRAND TOTAL R.....

The Grand Total must be transferred over to the DPW07 EC form of offer and acceptance. Failure to transfer the Grand Total to DPW07 EC will result in disqualification of the bid.

DETAILS OF AREA

AREA – 1 (ONE)

Cape Town Metro, Northern Suburb & Southern Suburb

Core Town is Cape Town City Centre

CHECK LIST – MINOR SERVICE

CONTRACTOR:.....

TEL:.....

FAX:.....

1. CHECK LIST FOR MINOR SERVICES (CHECK & TICK OFF)

PLACE:.....

INSTITUTION:.....

RUNNING HRS. TO DATE.....(AFTER TEST RUN)

PLANT NO:.....

ITEM	DESCRIPTION OF ITEM	YES	NO	ITEM	DESCRIPTION OF ITEM	YES	NO
1. CHECK & TOP UP WHERE NECESSARY (SPECIFY)				8. VISUAL INSPECTION OF ELECTRICAL APPARATUS			
A:	CHECK CRANKCASE OIL			A:	CABLES TERMINATION FINE ?		
B:	INJECTOR CAMBOX OIL			B:	ALL LT SWITCHGEAR INTACT ?		
C:	RADIATOR			C:	ALL PANELS / COVERS INTACT ?		
D:	DIESEL TANK			D:	CIRCUIT BREAKERS ON ?		
2. CHECK FUNCTION, ADJUST & LUBRICATE				E:	CIRCUIT LEGENDS PRESENT ?		
A:	FUEL PUMP TIMING			F:	CIRCUIT LEGENDS COMPLETE ?		
B:	PUMP DRIVE			G:	CIRCUIT BREAKERS LABELLED ?		
C:	OIL FEED PUMP			H:	TIME SWITCHES CORRECT ?		
D:	EXCESS FUEL DEVICE			I:	PANEL LIGHTS WORKING ?		
E:	GOVERNOR			J:	SELECTOR SWITCHING FINE ?		
F:	TURBO CHARGER			K:	TEST RUN PLANT - 30 MINUTES		
G:	HEAT EXCHANGER			9. CHECK & RECORD THE FOLLOWING METERS			
H:	FAN BEARINGS			A:	3-PHASE VOLTS:.....		
I:	DYNAMO BEARINGS			B:	SINGLE PHASE VOLTS:.....		
J:	STOP SOLENOID			C:	AMMETER – RED:.....		
K:	HAND / ELECTRIC DAY PUMP				AMMETER – WHITE:.....		
L:	LUBRICATING OIL FILTERS				AMMETER – BLUE:.....		
3. VISUALLY CHECK CONDITION, AND TIGHTEN				10. BATTERIES & CHARGER			
A:	RADIATOR HOSE			A:	CLEAN BATTERIES / TERMINALS		
B:	RADIATOR CORE			B:	COVER TERMINALS WITH VASELINE		
C:	RADIATOR CAP / VALVE			C:	TOP UP ALL CELLS WITH DISTILLED WATER		
D:	HEATER ELEMENTS, ETC			D:	TIGHTEN ALL LOOSE CONNECTIONS ON TERMINALS		
E:	VEE BELTS			E:	IS BATTERY CHARGE SET ON "TRICKLE CHARGE" ?		
F:	ENGINE MOUNTINGS			F:	IS AMP / VOLT METER ON CHARGER OPERATIONAL ?		
G:	ENGINE / ALT. COUPLINGS			11. PLANT ROOMS DISTRIBUTION / CONTROL BOARD			
H:	EXHAUST SYSTEM			A:	CHECK CABLE DUCTS		
I:	DAY TANK CONDENSATE			B:	CHECK LT. SWITCHGEAR		
4. CHECK FOR LEAKS & TIGHTEN				C:	CHECK LT. BOARD		
A:	DRAIN PLUG			D:	CHECK CONTROL PANEL		
B:	OIL LINE & SEALS			12. ATTENDANCE TO PLANT ROOM			
C:	INJECTOR SEALS			A:	DUST & CLEAN		
D:	ALL PACKINGS			B:	DOORS & FRAMES		
E:	FUEL LINE & SEALS			C:	WINDOW PANEA & FRAMES		
5. CHECK AND TOP UP WHERE NECESSARY				D:	WINDOW GUARDS / CILLS		
A:	CLEAN AIR CLEANER			E:	WALLS & CEILING		
B:	CLEAN FINS & OIL FILTER			F:	CLEAN CABLE DUCTS		
C:	CLEAN ENGINE			G:	CLEAN CONTROL BOARD / LT. BOARD & SWITCHGEAR		
D:	CLEAN DRIP TRAYS			13. REPORT UNDER REMARKS W.R.T. :			
E:	CLEAN DAY TANKS & GAUGE			A:	DOORS (HINGES, LOCKS, ETC)		
F:	CHECK ALARM SYSTEM ON LOW FUEL WARNING			B:	WINDOWS (INCLUDING GLASS)		
G:	CHECK ALARM SYSTEM ON: LOW OIL PRESSURE HIGH TEMPERATURE OVERSPEED			C:	WALLS (CRACKS)		
H:	CHECK ENGINE OIL LEVEL			D:	ROOFS (LEAKS, ETC)		
6. CLEAN & OIL				14. INSPECTION TO SUNDRY ITEMS			
A:	DOOR HINGES			A:	CABLE DUCT COVERS		
B:	DOOR LOCKS			B:	WARNING SIGNS (OUTSIDE)		
7. CLEAN & POLISH				C:	WARNING / FIRST AID SIGNS (INSIDE)		
A:	PLANT ROOM FLOORS						

CHECK LIST – MAJOR SERVICE

CONTRACTOR:.....

TEL:.....

FAX:.....

1. CHECK LIST FOR MAJOR SERVICES (CHECK & TICK OFF)

2. CHECK LIST FOR MAJOR SERVICE

(THIS PORTION IS TO BE ADDED ONLY WHEN CONDUCTING A MAJOR SERVICE, EXCEPT FOR ITEM "F" BELOW)

ITEM	DESCRIPTION	YES	NO
A:	DRAIN CRANKCASE OIL AND REFILL WITH NEW (TO CF SPECIFICATION)		
B:	RENEW LUBRICATING OIL FILTER ELEMENTS		
C:	RENEW FUEL FILTER ELEMENTS		
D:	RENEW AIR CLEANER FILTER ELEMENTS		
E:	DRAIN AND REFILL INJECTOR PUMP CAMBOX OIL, WHERE APPLICABLE		
F:	RENEW ALL (PLC) PROGRAMMABLE LOGIC CONTROLLER BATTERIES, WHERE APPLICABLE (MUST BE CHECKED AND REPLACED ANNUALLY IF DEEMED NECESSARY)		

REMARKS:

(IF ANSWER IS NO ON ANY OF THE PREVIOUS ITEMS, STATE ACTION TAKEN OR TO BE TAKEN BY THE DEPARTMENT)

TECHNICIAN - (PRINT NAME):.....

DATE:

SIGNATURE:.....

GENERATOR PLANT QUESTIONNAIRE

(TO BE COMPLETED ON FIRST VISIT TO GENERATOR PLANT ROOM)

NAME OF BUILDING/PLACE:

WHERE INSTALLED: CTG NO :

1. ENGINE

(a) Make

(b) Type.....

(c) Serial No.

(d) Speed rpm

(e) Output (sea level) kW

(f) Site kW

(g) Fuel tank capacity: DayL

(h) Bulk L

(i) Cooling method

(j) Starter Battery Vh...Ah

(k) State type of set: Base load ☐ Standby ☐

2. ALTERNATOR

(a) Make

(b) Type.....

(c) Serial No.

(d) Speed..... rpm

(e) Output kVA V phase

(f) Efficiency at full load%

3. CONTROL PANEL

(a) Make

(b) Type.....

(c) How mounted: Wall ☐ Floor ☐

(d) Control System: Relay ☐ Solid state ☐

(e) Type of Governor:

TECHNICIAN: _____ DATE: _____
NAME (PRINT)