

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: DBN22/10/01

ADVERT DATE: 28 OCTOBER 2022

CLOSING TIME: 11:00

CLOSING DATE: 21 NOVEMBER 2022

**BID/QUOTE PRICE: R200.00**

Site Meeting Date: 09 November 2022 @ 10:00 am (Napierville Prison)

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION**

The Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the DPW-07.EC Form of Offer and Acceptance must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

**BID DOCUMENTS MAY BE POSTED TO**

BID SECTION  
DEPARTMENT OF PUBLIC WORKS  
Private Bag X 54315  
DURBAN  
4000

ATTENTION: BID SECTION: ROOM NO. 5  
(ACCESS IMMEDIATELY NEXT TO MAIN ENTRANCE &  
SECURITY CONTROL TO PROCUREMENT BANKING HALL)

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

**OR**

THE BID DOCUMENTS MAY BE DEPOSITED IN A BID BOX  
OUTSIDE ROOM NO. 5, AT SCM BANKING HALL/TENDER BOX  
HALL, CNR WEST (DR PIXLEY KASEME) AND ALIWAL (SAMORA  
MACHEL) STREETS, DURBAN

Technical enquiries: Mr. N. Madonsela (031 314 7215/ 081 580 6844)

Administrative Enquiries: Ms Senzeni Masondo at (031 314 7078)

The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:45 / 13:30 – 16:00.**

For Tender purchasing cashier's office is open **Mondays to Fridays: 07:30 – 12:45/ 13:30 – 14:00.**

**NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.**

*Bidders should ensure that bids are delivered timeously to the correct address.*

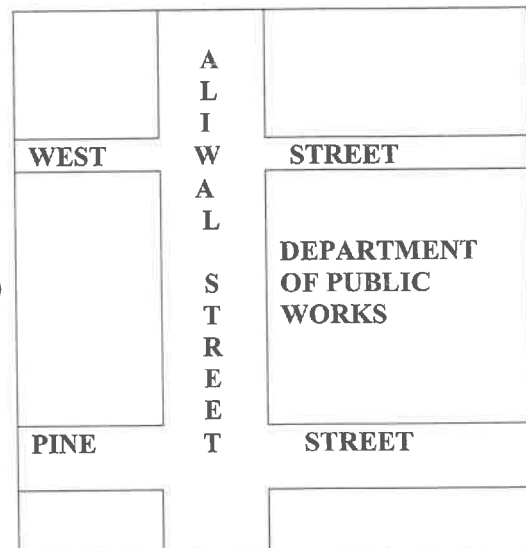
**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.**

*Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>  
Map DRO Nov 2005



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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	DCS: NAPIERVILLE PRISON: OPERATION AND MAINTENANCE OF BOILER: THIRTY SIX (36) MONTHS TERM CONTRACT FOR STEAM GENERATION ON COAL FIRED BOILERS.
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<b>Tender no:</b>	DBN22/10/01	<b>Reference no:</b>	19/2/4/2/1/6221/289
<b>Advertising date:</b>	28 October 2022	<b>Closing date:</b>	21 November 2022
<b>Closing time:</b>	11:00AM	<b>Validity period:</b>	84 calendar days (12 Weeks)

## 1. REQUIRED CIDB GRADING

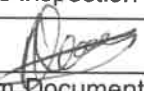
It is estimated that tenderers should have a CIDB contractor grading designation of **4 ME** or **4 ME\*** or higher.  
\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable

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. RESPONSIVENESS CRITERIA

### 2.1 Substantive responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents 
11	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / <del>Lump Sum Document</del> (complete document inclusive of all parts) together with his tender.

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12	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input checked="" type="checkbox"/>	Submission of Original Sworn B-BBEE Affidavit attested by Commissioner of Oaths or CIPC Certificate or SANAS Approved B-BBEE Certificate, Valid at the time of closing (subject to verification)
15	<input checked="" type="checkbox"/>	Attendance of Compulsory Site Briefing
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

## 2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of Valid proof workmans's compensation (stamped by commissioner of oaths) (COIDA)
11	<input checked="" type="checkbox"/>	Submission of Public Liability Insurance Cover
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

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

For Internal & External Use

Effective date: 21 July 2022

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### 3. PRE-QUALIFICATION CRITERIA

**Preferential procurement: *Applicable***

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	<p>A tenderer subcontracting a minimum of 30% to:</p> <p><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships  <input type="checkbox"/> A co-operative which is at least 51% owned by black people  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans  <input type="checkbox"/> An EME or QSE;</p>

**Functionality: *Applicable***

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

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

<b>Minimum functionality score to qualify for further evaluation:</b>	70%
<b>Functionality criteria:</b>	<b>Weighting factor:</b>
<p><b>1. WORK EXPERIENCE:</b></p> <p>Relevant Experience in Projects Undertaken and Successfully Completed in the last 10 Years of similar nature (Operation and Maintenance of Boilers).</p> <p>Bidders to submit Signed letter of Award or Appointment Letter accompanied by signed Final Completion Certificate with a project value and date.</p> <p>R 1,5 000 000-01 and Above = 45 Points  R 1 000 000-01 TO R 1,5 000 000-00 = 25 Points  R 500 000-00 TO R 1 000 000-00 = 20 Points</p>	45

<p><b>2. HUMAN RESOURCES:</b></p> <p>Plant Supervisor, Safety Officer, Boiler Assistants, Qualified Millwright and Boiler Operators that has Accreditation on Boilers as Boiler Operator, Employed by Contractor.</p> <p><b>PLANT SUPERVISOR WITH THE FOLLOWING EXPERIENCE:</b>  10 years and above = 15 Points  5 to 10 years = 10 Points</p> <p>For Evaluation purposes CV should be submitted accompanied with copy/ies of qualification/s with traceable references. Certificates must be valid.</p> <p><b>SAFETY OFFICER WITH THE FOLLOWING EXPERIENCE:</b>  10 years and above =10 Points  5 to 10 years = 5 Points</p> <p>For Evaluation purposes CV should be submitted accompanied with copy/ies of qualification/s from any recognised South African Qualifications Institution with traceable references. Certificates must be valid.</p> <p><b>SIX (6) X BOILER ASSISTANTS WITH THE FOLLOWING EXPERIENCE:</b></p> <p>5 years and above = 5 Points</p> <p>For Evaluation purposes, Proof of Apprenticeship in respect of Mechanical or boiler related services with traceable reference.</p> <p><b>THREE (3) X BOILER OPERATORS WITH THE FOLLOWING EXPERIENCE:</b>  5 years and above = 5 Points</p> <p>For Evaluation purposes CV should be submitted accompanied with copy/ies of Certificate in respect of Boiler Operation with traceable references. Certificates must be valid.</p> <p><b>MILLWRIGHT WITH THE FOLLOWING EXPERIENCE:</b>  5 years and above = 5 Points</p> <p>For Evaluation purposes CV should be submitted accompanied with copy/ies of qualification /s with traceable references. Certificates must be valid.</p>	<p>40</p>
<p><b>3. EQUIPMENT &amp; PLANT:</b></p> <p>Light Delivery Vehicles (LDV) / Bakkies or Panel Vans Owned  LDV = 5 Points</p> <p>For Evaluation purposes motor vehicle licence (MLV 1 CC (2)(2008/02) or proof of registration or logbook/s should be provided/ letter intent to hire both LDV.</p>	<p>05</p>
<p><b>4. FINANCIAL CREDIBILITY:</b></p> <p>Contractor to provide bank rating from Banking Institute to justify credit risk, not older than 3 months from tender closing date as proof.</p> <p>Sub Criteria:</p> <p>Credit Rating of A or B = 10 Points  Credit Rating of C = 5 Points</p>	<p>10</p>



<b>Total</b>	<b>100 Points</b>

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**4. BID EVALUATION METHOD**

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

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> 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.

**5. 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.

**5.1 Technical risks:**

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

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

Aspects to be regarded as “comparable” includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects

(building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 10 years as per

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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 extent 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.

## 5.2 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.

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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.

## 6. 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 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	Select
(b)	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.	Select
(c)	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.	Select
(d)	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.	Select
(e)	<b>cidb BUILD Programme:</b> 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.	Select



(f)	<b>cidb BUILD Programme:</b> 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.	<b>Select</b>
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Select</b>
(h)	Labour Intensive Works – Condition of Contract.	<b>Select</b>
(i)		<b>Select</b>

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(j)		<b>Select</b>
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## 7. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address SCM Banking Hall, Durban Regional Office, Cnr West (Dr. Pixley Ka Seme) and Aliwal (Samora Machel) Street, Durban, 4000. A non-refundable bid deposit of R 200 is payable (cash only) on collection of the bid documents.

## 8. SITE INSPECTION MEETING

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

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

<b>Venue:</b>	Dept. of Correctional Services: DCS Napierville Prison, Eugene Marais Road, Napierville Pietermaritzburg Kwa-Zulu Natal		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	09 November 2022	<b>Starting time:</b>	10:00am

## 9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Mr. N.S. Madonsela	<b>Telephone no:</b>	031 314 7215
<b>Cellular phone no:</b>	0815806844	<b>Fax no:</b>	031 337 5868
<b>E-mail:</b>	ntuthuko.madonsela@dpw.gov.za		

**10. DEPOSIT / RETURN OF TENDER DOCUMENTS**

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


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

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

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<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 54315 Durban 4000</p> <p><b>Attention:</b> <b>Procurement section:</b> Room 5</p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>National Dept. of Public Works Durban Regional Office Corner West (Dr. Pixley Ka Seme) and Aliwal (Samora Machel) Street, Durban, 4000 Room 5</p>
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**11. COMPILED BY:**

<p>Mr. Ntuthuko Madonsela</p>		<p>27 / 10 / 2022</p>
<p>Name of Project Manager</p>	<p>Signature</p>	<p>Date</p>

## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b>DCS: NAPIERVILLE PRISON: OPERATION AND MAINTENANCE OF BOILER: THIRTY SIX (36) MONTHS TERM CONTRACT FOR STEAM GENERATION ON COAL FIRED BOILERS.</b>		
<b>Tender / Quotation no:</b>	DBN22/10/01	<b>Reference no:</b>	19/2/4/2/1/6221/289

### OFFER

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

**Operation and Maintenance of Boiler: Thirty Six (36) Months Term Contract for Steam Generation on Coal Fired Boiler.**

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

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

<b>Rand (in words):</b>	..... ..... .....
<b>Rand in figures:</b>	R .....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer.**

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

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

Company or Close Corporation:  
.....  
.....  
And: Whose Registration Number is:  
.....  
And: Whose Income Tax Reference Number is:  
.....  
CSD supplier number:.....

**OR**

Natural Person or Partnership:  
.....  
.....  
Whose Identity Number(s) is/are:  
.....  
Whose Income Tax Reference Number is/are:  
.....  
CSD supplier number:.....

\*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".

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

Tender / Quotation no: DBN22/10/01

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

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

\*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".

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



**Tender / Quotation no:** DBN22/10/01

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

.....

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No.....

Fax No .....

Postal address .....

Banker ..... Branch.....

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

CIDB Registration Number: .....

**ACCEPTANCE**

---

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

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

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

\*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".

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

Tender / Quotation no: DBN22/10/01

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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

\*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".

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

## 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



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

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

**This form has been aligned with SBD4**



### PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

<b>Project title:</b>	<b>DCS: NAPIERVILLE PRISON: OPERATION AND MAINTENANCE OF BOILER: THIRTY SIX (36) MONTHS TERM CONTRACT FOR STEAM GENERATION ON COAL FIRED BOILERS.</b>		
<b>Tender / Bid no:</b>	<b>DBN22/10/01</b>	<b>Reference no:</b>	<b>19/2/4/2/1/6221/289</b>

I, \_\_\_\_\_ (surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my practice number being \_\_\_\_\_, practising at  
 \_\_\_\_\_ (Physical or postal addresses)  
 declare that I have examined Mr. / Ms. \_\_\_\_\_,  
 identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” –

The nature of the disability is as follows:

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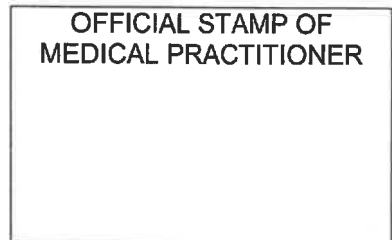


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Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

**Note:**

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

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

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
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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: \_\_\_\_\_



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

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

**Note:**

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



## PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

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

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.



- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

80/20                      or                      90/10

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

Where

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

$P_t$  = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? ..... %
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

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

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

- 1. ....
- 2. ....

.....

**SIGNATURE(S) OF BIDDER(S)**

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



## PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**





**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Steel Products and Components (Pg. 171 to Pg. 174)</u>	<u>100%</u>
<u>Valves Products and Actuators (Pg. 175 to Pg. 178)</u>	<u>70%</u>
_____	____%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY: (Procurement Authority / Name of Institution):**  
.....

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



### PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

*(This form has been aligned with NT - SBD 6.2)*

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_











## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b><i>DCS: NAPIERVILLE PRISON: OPERATION AND MAINTENANCE OF BOILER: THIRTY SIX (36) MONTHS TERM CONTRACT FOR STEAM GENERATION ON COAL FIRED BOILERS.</i></b>		
<b>Tender / Quotation no:</b>	<i>DBN22/10/01</i>	<b>Reference no:</b>	<i>19/2/4/2/1/6221/289</i>
<b>Closing date:</b>	<i>21 November 2022</i>		

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the capacity of

\_\_\_\_\_ visited the site on: **09/11/2022**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

<b>Project title:</b>	<b>DCS: NAPIERVILLE PRISON: OPERATION AND MAINTENANCE OF BOILER: THIRTY SIX (36) MONTHS TERM CONTRACT FOR STEAM GENERATION ON COAL FIRED BOILERS.</b>	
<b>Tender / quotation no:</b>	19/2/4/2/1/6221/289	<b>Closing date:</b> 21/11/2022
<b>Advertising date:</b>	28/10/2022	<b>Validity period:</b> 84 days

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

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no: **DBN22/10/01**

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
Date	Date



## DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>DCS: NAPIERVILLE PRISON: OPERATION AND MAINTENANCE OF BOILER: THIRTY SIX (36) MONTHS TERM CONTRACT FOR STEAM GENERATION ON COAL FIRED BOILERS.</b>		
<b>Tender no:</b>	DBN22/10/01	<b>Reference no:</b>	19/2/4/2/1/6221/289

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date





# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: DBN22/10/01

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

### 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

**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 no act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.
- 21. INDEMNIFICATIONS**
- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

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

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

## 22. VARIATIONS

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

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

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

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

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

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

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

## 23. IDENTIFIED PROJECTS

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

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

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

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

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

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

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

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

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

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded
- Rw = Actual rainfall in mm for the calendar month under consideration.
- Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.
- X = 20, unless otherwise provided in the project specifications.
- Y = 10, unless otherwise provided in the project specifications.

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

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





The factor  $(Rw - Rn) \div X$  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.

**DURBAN REGIONAL OFFICE: DCS: NAPIERVILLE PRISON: PREVENTATIVE AND DAY TO DAY  
MAINTENANCE CONTRACT: THIRTY SIX MONTHS (36 MONTHS) TERM CONTRACT FOR STEAM  
GENERATION ON COAL FIRED BOILERS: 19/2/4/2/1/6221/289**

**REPUBLIC OF SOUTH AFRICA**

**DEPARTMENT OF PUBLIC WORKS**



**BID  
FOR  
MAINTENANCE, REPAIRS AND OPERATION TO BOILERS  
AND  
ALL STEAM RELATED GENERATION COMPONENTS**

*OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS*

*DATE: \_\_\_\_\_*



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## SPECIAL CONDITIONS OF CONTRACT

This document is the written agreement between the Department of Public Works and the Professional Service Provider for a fixed period as stipulated in this contract. During the contract period there are fixed legalities to be adhered to by the Department of Public works and the Professional Service Provider, these legalities ensure that the working relationship between the employer and employee are upon fair grounds and any failure to comply with this agreement will be met with legislative protection.

This document is applicable to work pertaining to the maintenance, repair/renovation and operation of boiler houses, boiler functioning and operation, and the service provided by the boilers.

### 1. VALUE-ADDED TAX

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

### 2. PRICES

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

### 3. THE BID

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting this BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

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

### 4. DOCUMENTS

Should there be any contradiction between these, the Conditions of Contract (PW 677) and

the Conditions of the BID (PW 210), the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

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

- a) State Tender Board General Conditions and Procedures (ST 30).
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority.
- d) The Document PW379.

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

#### 5. PROVISIONAL QUANTITIES

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

#### 6. RATES

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

#### 7. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

This BID shall be valid for a period of 36 months commencing from the date of the letter of acceptance of the tender.

#### **Note:-**

The contract tariffs shall remain fixed for 36 calendar months including escalation, and no further adjustments will be allowed except that for an increase in VAT will apply.

Any extension of this contract will only be approved if required by the Regional Bid Committee.



## 8. ACCESS TO PREMISES

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.

Carry out maintenance, servicing and repairs during normal working hours

## 9. ACCESS CARDS TO SECURITY AREAS

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

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the South African National Defense Force, Department of Correctional Services, South African Police Service or Client Department.

The NIS (National Intelligence Service) may conduct the necessary vetting and screening to determine the security competence of the Contractor (this refers to all the employees working for the appointed contractor) if such a Service Provider is rendering a service to the state organs which will give the Contractor access to areas designated as national key points.

## 10. SECURITY CHECK ON PERSONNEL

The South African National Defense Force, Department of Correctional Services, South African Police Service or other Client Departments may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the South African National Defense Force, Department of Correctional Services, South African Police Service or Client Department requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

The following points will apply to the appointment of foreign nationals in National Key Points, Prestige as well as Security Cluster Departments (Defence, Correctional Services, Justice, SAPS and Home Affairs):

- a) The National Strategic Intelligence Act of 1994, as amended prescribes that individuals who will have access to classified information and access to National Key Points must have positive security clearance.
- b) Foreign Nationals do not qualify for security clearance requirements, therefore they are unable to access the Security Cluster Departments (mentioned above).

## 11. TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

### **Note:**

A Statement of Experience gained and on what type of equipment shall be submitted with the tender.

## 12. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Contractor. Any waste obtained from construction work by the Contractor must be disposed of at a municipal dump site. A dumping slip from the municipal dump site must be obtained and submitted to the Department Official.

The Contractor must consult with the NDPW representative before disposing of any redundant material/equipment/components from the boiler or the steam generator and related equipment.

The contractor must provide the Department with a report on the handling and disposal of hazardous waste, upon which the Departmental Official will approve.

### 13. ASSOCIATED ELECTRICAL WORK

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993, as amended).

### 14. SCOPE OF CONTRACT

This contract is for the Maintenance, Servicing, Repairs and Operation of Boilers and all steam generation related components in State owned properties falling under the control of the Durban Regional Office in KwaZulu Natal Province, for a period of 36 months as specified.

The Contractor shall submit to the **Head of the Directorate Facilities Management** a program with fixed calendar dates when the equipment will be serviced within 14 days after the contract has been awarded, to enable the **Head of the Directorate Facilities Management** to arrange for inspections.

Any deviations from this program shall be brought to the attention of the **Head of the Directorate Facilities Management** by email at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.** Where repairs are required on specialized items of equipment, the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services. **No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

15. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES

Servicing shall be carried out strictly as stated on the service schedules in Annexure A and the Contractor shall after each service submit the service sheet, completed job card and invoice must be handed in to the Registry section at the applicable DPW Regional Office.

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

The service schedule shall be counter signed by the Officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

16. OFFICIAL ORDER FOR REPAIRS

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by officials of the applicable NDPW Regional Office who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

**Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.**

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.

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

## 17. EXECUTION OF REPAIRS

In the event of **repairs having to be carried out urgently** during the course of a programmed service, details of such repairs shall be reported immediately to the Head of the Facilities Management for further instructions and/or authority to proceed. **Contractor to provide assessment report and quotation of such repairs that must be approved by Head of Facilities management**

**Statutory requirements shall also be carried out urgently as per scheduled maintenance, as priced on the BOQ and contract value.**

**No work may be carried out without prior instruction from the Head of the Facilities Management.**

The Contractor shall respond to all normal breakdown calls within 24 hours of receipt of the call. Should this not be possible, it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be given in writing.

**For emergency services the response time shall be within 8 hours from the receipt of the call.** Only breakdowns which could affect public health, cause an environmental disaster and/or destroy sensitive equipment, shall be treated as emergency repairs.

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

## 18. JOB CARDS FOR REPAIRS

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

**Job cards shall be completed in duplicate, legibly in ink after completion of each repair and all unused lines shall be ruled through. A copy of the fully completed job card must be submitted to the Client Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the Contractor with his invoice.**

19. ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

**Note:**

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

20. PAYMENT TO CONTRACTORS

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

21. PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed for non-scheduled material, equipment and requirements only and not on labor, transport and sub-contractor's services. The percentage mark-up shall then be calculated on the price excluding VAT. **Supplier invoice is required on all non-schedule items.**

22. TRANSPORT COST

The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

**23. COMPILING AN INVENTORY AND MARKING OF EQUIPMENT**

**An inventory of all steam generation and distribution equipment shall be compiled by the Contractor during his first service call. The inventory shall describe the equipment in detail and the description shall indicate the make, model, size, capacity, serial number of equipment, serial numbers of attachment to the equipment i.e. fans, motors, etc.**

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

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

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

**24. CANCELLATION OF CONTRACT**

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

**In breach of a contract, the Contractor will be dealt with by the Legal Services division of the Department.**



25. APPROXIMATE AMOUNT

The amounts listed in the bid document are approximate. The new totals for service will be determined by the inventory supplied after first service. These amounts will be automatically be used throughout the duration of this service unless equipment has become redundant and is no longer required or new equipment is added. The new totals for other schedules will be determined by the quotes after which the **contractor will produce after doing a detail status quo report of the system.**

26. CALL CENTER

The Department has a call center in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful bidder shall comply with these times frames and report close calls (service completed) on a weekly basis by the THURSDAY OF EACH WEEK BEFORE 14H00.

27. DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)

**The successful bidder will be subjected to drafting the Service Level Agreement between the Client Department, DPW and the bidder as follows:**

**a) Invitation to attend and participate:**

In the drawing up of a Service Level Agreement between the Department of Public Works, the Client Department and the New Service Provider (Contractors).

**b) The purpose:**

To sensitize the service providers on the procedures required by all our clients to enable them:

- i. To enter the premises
- ii. Implementation of day register/for recording purposes
- iii. To contact the relevant/right person
- iv. To execute the required service
- v. And to exit the premises with all the relevant documents
- vi. To ensure that the job cards are understood and filed in properly
- vii. To interphase the pilot project for the call center
- viii. To introduce the new service providers
- ix. To establish the protocol on site behavior, clear identification and OHSA
- x. The do's and don'ts'

- xi. How to deal with services not completed or not completed properly
- xii. The closing of calls/services rendered successfully.

**c) The outcome:**

- i. to forge a healthy relationship with every stakeholder from the beginning which will result in a win-win situation for all the concerned parties
- ii. to establish a benchmark whereby service delivery can be measured
- iii. To avoid the non-compliant by either parties as this could result into no service delivery.

**28. IMPORTANT NOTICE IN TERMS OF THE OHS ACT**

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

- a) Health and Safety Specification
- b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

**Both documents may be obtained as following:**

- a) Go to [www.publicworks.gov.za](http://www.publicworks.gov.za).
- b) Under documents click on Consultant's Documents.
- c) Scroll down to item 12.

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

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

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

## **DISCLAIMER/EXIT CLAUSE**

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

2. IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUESTED TO USE THE SANS DOCUMENTATION, OHS ACT AND THE NATIONAL STANDARD SPECIFICATIONS FOR BOILER OPERATION AND MAINTENANCE.

**END OF THE SPECIAL CONDITIONS OF CONTRACT**

# TECHNICAL SPECIFICATION

The Technical Specifications of this document covers the technical details pertaining to Steam Generation, Steam Distribution and Hot Water Generation associated with boilers. Each of these sections will cover the technical details for the operation, maintenance and repair for the mentioned systems. The following 3 sections, i.e. Variations and Additions to Standard Specifications, Quality Assurance, and Guarantee of Installation and Equipment, will be discussed before going in to detail in each of the sections.

## F 01 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

The following additional general specifications and requirements shall be read in conjunction with this specification and shall be adhered to unless otherwise specified in the Particular Specification.

### **F 01.01 General repair and installations requirements**

All materials and equipment supplied and installed shall be of new high quality, design and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.

All work shall be executed in a first-class workman-like manner by qualified Tradesmen.

All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SANS specifications and codes, except where otherwise specified or approved by the Departmental Representative / Engineer in writing.

All materials and workmanship which, in the opinion of the Departmental Representative / Engineer, is inferior to that specified for the work, will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Departmental Representative / Engineer,

The Contractor shall submit a detailed list of the equipment and material to be used to the Departmental Representative / Engineer for approval before placing orders or commencing installation.

All new equipment, materials and systems shall be installed and positioned such as to not impede on access routes, entrances and other services. The Contractor shall coordinate these items taking other services and equipment into account.

All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.

The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and construction periods to ensure the safety of the public and User Client.

Repair work shall be programmed in accordance with General Decommissioning, Testing and Commissioning Procedures, to ensure the shortest possible down-time of any service and the least inconvenience to the User Client and public. The Contractor shall make sure that the necessary notifications and notices are timeously put into place for these activities.

#### **F 02 QUALITY ASSURANCE SYSTEM**

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

#### **F 03 GUARANTEE OF INSTALLATION AND EQUIPMENT**

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

All new equipment, including the complete new installations and the systems as a whole, shall be guaranteed for a period of 12 (twelve) months commencing on the day of issue of a certificate of completion for the repair work of the installation.

## FA: STEAM GENERATING INSTALLATION

All the technical specifications pertaining to Steam Generating Installations will be found in this section of the Term Contract.

### CONTENTS

- FA 01 SCOPE
- FA 02 STANDARD SPECIFICATIONS
- FA 03 OPERATING AND MAINTENANCE MANUALS
- FA 04 LOGGING AND RECORDING PROCEDURES
- FA 05 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK
- FA 06 COMMISSIONING AND RE-COMMISSIONING OF PLANT AND  
INSTALLATION
- FA 07 MAINTENANCE TOOLS AND SPARES
- FA 08 COAL DELIVERY RECORDING AND CONTROL
- FA 09 ASH REMOVAL RECORDING AND CONTROL
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- FA 11 BOILER EFFICIENCY CONTROL
- FA 12 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT
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### FA 01 SCOPE

This Specification, when accompanied by the applicable supplementary specifications and other instructions listed in the equipment certificates, covers the basic requirements for the design, fabrication, installation, commissioning and repair of steam generators.

The requirements of this Specification are based on PER, SANS 347, SANS 10227, and other applicable specifications. This Specification can be used in conjunction with other design codes, but additional requirements have to be developed for those specific instances and approved by National Department of Public Works.

The minimum application conditions (temperature, pressure etc.) are limited to the material specification selected and the design parameters.

Steam generators containing true vapour pressure of 50kPa and above shall be subject to additional requirements that apply to pressure vessel in terms of the Act.

The specification applies to the National department of Public works and if used in other locations other than NDPW the specific requirements should be added to provide for local conditions and regulations. These typically include differences in statutes, competency of available work forces and environmental and climate factors.

## FA 02 STANDARD SPECIFICATIONS

### FA 02.01 LEGAL REUIREMENTS

This specification is governed by law of the contract, Occupational Health and Safety Act (Act No 85 of 1993) (OHSA) and regulations (Pressure Equipment Regulation) including latest legislation.

### FA 02.02 ABBREVIATIONS

AIA – Approved Inspection Authority  
CC – Construction Contractor  
EC – Engineering Contractor  
T&C – Testing and Commissioning  
SANS – South African National Standard  
PER – Pressure Equipment Regulation  
OHSA – Occupational Health and Safety Act  
NDPW – National Department of Public Works  
NDT – Non-destructive Testing  
PT – Liquid Penetrant Testing  
RT – Radiographic Testing  
UT – Ultrasonic Testing  
MT – Magnetic Particle Testing  
QCP – Quality Control Plan  
PQR – Procedure Qualification Record  
WPS – Welding Procedure Sequence  
ORDER OF PRECEDENCE



The order of precedence when there are conflicts between the technical requirements referenced in contractual document is as follows:

- a. National Department of Public Works (Mechanical Engineering services) Approved concessions
- b. This specification
- c. Approved data sheet
- d. Documents referenced in the applicable specification

Other apparent conflicts shall be referred to NDPW for decision. No other party is at liberty to assume which is the governing requirement.

Local regulations shall govern where compliance is mandatory. Requirements of this specification and the referenced specifications and standards apply where they are more exacting and do not conflict with the requirements of these regulations.

#### FA 02.03      LANGUAGE

The text in all engineering and design data, drawings, calculations, notes, tables, technical information, reports and all other documents submitted to NDPW shall be in the English language. Texts in the language of the fabricator may also be shown, provided the English translations is shown in the preferred or prominent location. Abbreviations and symbols shall be according to the applicable accepted standards.

#### FA 02.03      SYSTEM OF UNITS

The system used of express numerical quantities in all calculations, texts, tables and data, and all dimensions shown on drawings shall be according to the SI system of units.

#### FA 02.04      REFERENCED DOCUMENTS

Where reference is made to a code, specification or standard, the reference shall be taken to mean the latest edition of the code, specification or standard, including addenda, supplements and revisions.

## FA 03 OPERATING AND MAINTENANCE MANUALS

### ENGINEERIGN CONTRACTOR

The engineering contractor shall be responsible for:

- Performing all design and repair work
- Providing the department with operational and maintenance manual in both hard and soft copies
- Verifying and checking the design work
- Providing the department with approved for construction drawings isometric drawings
- Liaise with the department to update its manuals and parts list to current OEM spares
- Providing the department with Quality control plan for new installation and repairs completed
- Specifying material, inspection and identification. Ensuring compliance to code.
- Managing and rectifying any design clashes occurring during construction phase
- Issuing the certificate of design as required by the department
- Responsible for the appointment of construction contractor and all sub-contractors
- Generating, implementing and control documentation flow between all parties
- Review content of QCP prepared by construction contractor and ensure the pressurized system is fully compliant

Ensure the use of approved and qualified procedures for welding, fabrications, inspection and testing required to execute the work

## FA 04 LOGGING AND RECORDING PROCEDURES

### FA 04.01 NDPW

Department shall be responsible for:

- Taking the lead and arrange a meeting prior to installation
- Ensuring that all contractual requirements are fulfilled
- Arrange the date and technical agenda
  - Engineering contractor representatives to attend
  - NDPW representatives to attend

- The relevant commercial representative
- The construction contractor representatives
- Quality assurance and quality control representatives
- Occupational health and safety representatives

#### FA 04.02 ENGINEERING CONTRACTOR

Engineering contractor shall be responsible for

- Reviews of material requisition scope, purchase order scope, receiving inspection, quality control plan, isometric drawings and fabrication procedure requirements
- Ensuring that the construction contractor/sub-contractor is fully compliant with all approved for construction isometric drawings, material specification, fabrication, inspection and testing requirements.
- Ensure that the construction contractor/sub-contractor understands all contractual requirements

#### FA 05 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK

##### FA 05.01 RESPONSIBILITIES

###### a) NDPW:

- Is accountable for approving all concessions, substitutions, and exemptions authorized by main contractor for maintaining and modifying existing pressurized systems in accordance the NDPW systems.
- Shall be responsible for retaining the end of job documentation and relevant records pertaining to the pressurised system.
- Is responsible to agree to the plan of execution
- Is responsible to agree to the design, standards and specifications used in the design, construction and repair.
- Is responsible to participate in system checkout and punch-outs
- Is responsible to agree to the commissioning and putting into operations of the system
- Is responsible for reviewing and approving the design

## b) ENGINEERING CONTRACTOR:

Engineering contractor shall be responsible for:

- The engineering contractor shall be responsible for performing all design work
- Implementing the requirements of the hazard and operability study (e.g. HAZOP), design code, standard and specification and any requirement specifically mentioned in the contract
- Verifying and checking design work. Obtain all approvals of design verification. Issuing the certificate of design as required by NDPW.
- Issuing approved for construction isometric drawings complying with contractual requirements. Issue an updated list of latest revisions.

## FA 06 COMMISSIONING AND RE-COMMISSIONING OF PLANT AND INSTALLATION

### FA 06.01 TERMS

Activities in preliminary tests and inspections, functional performance tests and the commissioning of newly completed installations and existing ones after major alteration are to be approved by NDPW. The compilation is to facilitate the work of Project Mechanical and Electrical Engineer, Project Manager, Facilities management Services representative and Project Electrical and Mechanical Inspector in the following aspects with respect to testing and commissioning (T & C):

- (a) The contractor is required to submit their T & C procedures to NDPW representative for vetting and approval
- (b) NDPW witness those T & C procedures as specified; and Contractor to action as agreed
- (c) NDPW accept the T & C certificates and other supporting data.

The Contractor shall carry out the T & C works as detailed in the vetted and approved document, and the supplementary specifications. Additional T & C plans may be proposed by the Contractor as appropriate and agreed by DPW, e.g. for special equipment supplied and/or installed by the Contractor.

The administrative requirements for T & C works are in general as specified in the latest standard specification for steam boiler installation.

#### FA 06.02 TESTING AND COMMISSIONING WORKS (OBJECTIVES)

The testing and commissioning works are:

- To verify function ability of equipment/system after installation. Sign off to be obtained from NDPW representative and kept as supporting documentation.
- To verify performance compliance of installed equipment/system through a series of tests as detailed in the T&C procedures. Sign off to be obtained from the NDPW representative.
- To capture and record performance data of the installed system as baseline for future operation and maintenance output measure.

For the avoidance of doubt, depending on the installations demands, NDPW may require additional or substitute T & C works with regards to any elements in the installation other than those indicated in the procedure.

#### FA 06.03 SCOPE OF TESTING AND COMMISSIONING

Testing and commissioning is to ensure that all equipment and the system performs satisfactorily and within safe conditions at start up and during operation. Preliminary adjustment and setting are to be recorded and kept for record. Functional performance test and testing sequence is to be adhered to and verified. Deviations are to be recorded and communicated to NDPW for approval.

The contractor is to ensure that installations comply with the relevant statutory requirements and regulation. The T&C works shall comply with all site safety regulations requirements in place:

- a) Pressure equipment regulation, and its subsidiary legislations
- b) Fire Protection, SANS 246, and its subsidiary legislations
- c) Design verification standard, SANS 10227
- d) Categorization and conformity assessment for all pressure equipment, SANS 347
- e) Standard specification for fixed electric storage water heaters, SANS 151
- f) Standard specification for the installation, maintenance, replacement and repair of fixed electric storage water heating system, SANS 10254
- g) Dangerous substances standard, SANS 10228, and its subsidiary legislations
- h) Building construction – Expression of user requirements part 2: Air purity requirements, SANS 831-2
- i) The latest Code of Practice for the Electricity (Wiring) Regulations

#### FA 06.04 INSTALLATION AND ERRECTION INSTRUCTION:

- Installation and erection procedures shall be arranged in direct sequence.
- Procedure, methods and requirements shall be detailed to cover the complete erection, installation and successful commissioning of the entire equipment assembly

#### FA 06.05 DETAIL DRAWINGS

The detailed drawings containing the following where applicable shall be supplied:

- Diagrammatic layout of all auxiliary piping, control, lubrication, sealing and flushing systems
- Electrical wiring layout
- The pumping system layout
- Process and instrument diagram
- The position of thermometers, instrument take-off point, vibration sensors, switches and trip switches
- Itemized list of all components in tabular form giving equipment and material specifications.

#### FA 06.06 MAINTENANCE INSTRUCTION

- Dismantling and re-assembly procedures shall be arranged in direct sequence.
- Procedures shall be detailed to enable DPW to dismantle, replace any part and re-assemble the unit.
- Full details of gland packing boxes including manufacturer of packing, type, size, number of rings and its arrangement in each box shall be included.
- Maintenance instructions shall include a detailed list of probable causes of malfunction. Each cause shall be identified by a list of characteristic symptoms and the corrective action to be taken. As such, a troubleshooting guide shall be provided
- Maintenance instructions shall state provisions made and facilities provided to test mechanical, electrical and instrument interlock systems (or safety protective systems) with the equipment at full load in service.

#### FA 06.07 SPARE PARTS LIST

- A spare parts list shall be supplied for each moving machine and/or driven unit excluding electrical motors.
- Such lists shall refer to the standard part numbers.
- A list of spare parts required for maintenance over a period of two years shall be supplied.
- If required on the order, the spares list shall have prices for each item and the validity period shall be stated.
- The minimum guaranteed period that the listed spare parts will be available from the supplier shall be stated.

#### FA 07 MAINTENANCE TOOLS AND SPARES

Each boiler house shall be equipped with the necessary maintenance tools and spares required by the specific type of boilers and installation for the daily operation and maintenance of the plant. At the start of the term contract the Contractor shall in the presence of the Departmental Representative / Engineer make an inventory of the existing tools and spares, and any shortfall or damaged tools and spares shall be replaced with new. All replacement tools and spares shall be as specified by the boiler and equipment manufacturers. These tools and spares shall be kept in a lockable room or cabinet of which the boiler house supervisor and the Contractor shall carry keys. The Contractor shall on a monthly basis take stock of these items in the presence of the boiler house supervisor and record and report to the Departmental Representative / Engineer.

The tools and spares to be carried shall include but not be limited to at least the following:

- (a) Tools:
- Manhole spanner
  - Hand hole spanner
  - Blow down spanner
  - Grate crank handle



## FA 08 COAL DELIVERY RECORDING AND CONTROL

As part of this term contract, the Contractor shall, in collaboration with the User Client and coal provider, institute a quality and delivery control plan for each boiler house. This control plan shall consist of a set of records to be completed with each coal delivery, stating the following:

- (a) Delivery note number (client responsibility)
- (b) Date of coal delivery
- (c) Quantity of coal delivered
- (d) Type of coal delivered, as specified by boiler manufacturer
- (e) Coal sample identification number
- (f) Contractor's signature on acceptance of information and coal sample
- (g) Coal deliverer's signature
- (h) Boiler house supervisor's signature
- (i) Comments by any contract role players

The Contractor shall be responsible for taking a sample of each batch of delivered coal and sending it to an approved laboratory for confirmation that the coal samples conform to the agreed type of coal for the specific installation. The result of the tested sample shall contain the following:

- (a) Various coal sampled mesh sizes
- (b) Calorific value
- (c) Moisture content
- (d) Ash content
- (e) Ash fusion temperature
- (f) Volatile content.

The results of these tests shall be submitted to the Departmental Representative / Engineer.

The recorded information shall also be utilized to determine the boiler efficiency, together with other relevant information to be gathered.

The Contractor shall, in collaboration with the Departmental Representative / Engineer, institute the necessary measures to ensure the safe keeping and security of the coal storage.

All the relevant recorded information shall be submitted monthly together with Contractor's maintenance schedules to the Departmental Representative / Engineer.

#### FA 09 ASH REMOVAL RECORDING AND CONTROL

In most instances, the boiler ash is removed and is the responsibility of the client DCS. On instruction and as part of this term contract, the Contractor shall in collaboration with the Departmental Representative / Engineer to remove boiler ash on a monthly basis, should it not be removed by the client. The contractor shall institute an ash removal control plan for each boiler house. This control plan shall consist of a set of records to be completed with each removal taking place and shall include the following:

- (a) Date the ash is removed;
- (b) Date of actual ash removal;
- (c) Approximate quantity of ash removed;
- (d) Ash destination address, to be completed by removal Company;
- (e) Random samples of ash taken and recorded by Contractor;
- (f) Contractor's signature on acceptance of information;
- (g) Removal company signature;
- (h) Boiler house supervisor's acceptance signature;
- (i) Comments by any party.
- (j) Particulars of approved dumping site as indicated by the client, including certification after delivery

The Contractor shall at random take samples of the ash and send it to an approved laboratory for analysis in order to determine the amount of un-burnt carbon. The un-burnt carbon in the ash should normally not be more than 20 % per volume.

The Contractor shall, in collaboration with the User Client and the Departmental Representative / Engineer, also institute a control plan to ensure safe handling and storing of the ash.

All the relevant recorded information shall be submitted, together with Contractor's maintenance schedules, monthly to the Departmental Representative / Engineer.

## FA 10 WATER TREATMENT CHEMICAL DELIVERIES AND CONTROL

As part of this term contract, the Contractor shall, in collaboration with the User Client and chemical supplier, institute a quality and delivery control plan for each boiler house. The control plan shall consist of a set of records to be kept up to date with each delivery of chemicals, stating the following:

- (a) Delivery note number
- (b) Date of delivery
- (c) Type and quantity of salts and chemicals delivered
- (d) Make-up water volume, recorded regularly
- (e) Feed-water volume, recorded regularly
- (f) Random sampled feed-water recorded by chemical supplier
- (g) Contractor's signature on acceptance of information
- (h) Chemical supplier deliverer's signature
- (i) Boiler house supervisor's signature
- (j) Comments by any party.

The type of salts and chemicals to be accepted as in compliance with the specification shall be agreed between the User Client and the Departmental Representative / Engineer, and shall be applicable to the type of boilers employed, as well as the make-up water supplied to the feed tank.

The Contractor shall ensure, together with the chemical supplier, that at regular intervals the boiler feed-water be sampled and analyzed, feed-water treatment equipment be adjusted to ensure the correct dosing percentages and treatment for the specific installation.

The Contractor shall, in collaboration with the User Client and Departmental Representative / Engineer, also institute a control plan to ensure safe handling and storing of the chemicals.

All the relevant recorded information shall be submitted, together with Contractor's maintenance schedules, monthly to the Departmental Representative / Engineer.

Where specified in the Particular Specification and / or Schedule of Quantities the Contractor shall be responsible for the supply and delivery to site of the chemicals and salts for the 24-month term contract period. The Contractor shall appoint an approved chemical supplier for the delivery of these chemicals and salts. The Departmental Representative / Engineer reserves the right to send samples of these chemicals and feed water for analysis by an independent laboratory for compliance checks. Chemicals delivered and utilized shall conform to the boiler manufactures specifications

#### FA 11 BOILER EFFICIENCY CONTROL

As part of this term contract, the Contractor shall, in collaboration with the boiler house supervisor, institute a boiler efficiency control plan for each boiler house. The control plan shall consist of a set of records to be completed regularly by monitoring the following:

- (a) Date and time entries recorded
- (b) Make-up water meter reading
- (c) Feed-water to boiler meter reading
- (d) Steam pressure gauge reading
- (e) CO<sub>2</sub> percentage reading of exhaust gases
- (f) Final exhaust gas temperature reading
- (g) Furnace pressure gauge reading
- (h) Steam flow meter reading if installed
- (i) Quantity of coal consumed.

The Contractor shall, in collaboration with the boiler house supervisor, ensure that these records are taken at predetermined intervals to ensure the efficient operation of the plant. Together with the boiler manufacturer's information and the above-mentioned recorded information, the Contractor shall issue a calculation indicating the approximate plant efficiency.

All the relevant recorded information shall be submitted, together with the Contractor's maintenance schedules, monthly to the Departmental Representative / Engineer. It shall be the responsibility of the Contractor to ensure that the boiler can operate at the design efficiency in all respects.

## FA 12 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

### FA 12.01      GENERAL

During term contract all the systems, installations and equipment shall be repaired as specified in the Particular Specification. This repair work shall include but no be limited to the specified Particular Specification details, however any other specification used must be approved by the department.

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

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

All repair work shall be executed within the period specified in the Appendix to Tender. All new equipment, materials and systems shall be furnished with a written guarantee of a defects liability period of 12 months commencing on the date of issue of a certificate of completion of the repair work. These guarantees shall be furnished in favor of the Department of Public Works.

Repair work items for the steam generating installations are categorized under the following headings:

- (a) Statutory inspections and tests
  - (i) Internal and external inspection
  - (ii) Hydraulic pressure test
  
- (b) Coal-fired boiler
  - (i) Boiler shell water side
  - (ii) Boiler shell gas side
  - (iii) Integral piping

- (iv) Boiler valves and mountings
  - (v) Refractories and brickwork
  - (vi) Sooth blowers
  - (vii) Lagging and cladding
- (c) Feed-water equipment and controls
- (i) Feed-water tanks
  - (ii) Feed-water pumps
  - (iii) Water level equipment and controls
- (d) Combustion and draught equipment
- (i) Stoker and stoker controls
  - (ii) Fans and damper controls
  - (iii) Combustion controls
  - (iv) Chimneys
  - (v) Ducting
- (e) Coal handling and conveying equipment
- (i) Coal bunker and gratings
  - (ii) Coal conveying equipment
- (f) Ash and grit removal equipment
- (i) Grit collectors
  - (ii) Ash conveying equipment
  - (iii) Ash and grit trolleys
  - (iv) Ash storage and handling
- (g) Electrical installation, wiring and control panels
- (i) Instrumentation and controls
  - (ii) General electrical power and lighting installation
  - (iii) Electrical control panels
- (h) Water treatment equipment
- (i) Water softener
  - (ii) Chemical dosing equipment

- (i) Boiler house ancillary equipment
  - (i) Blow-down sump
  - (ii) Ladders and galleries
  - (iii) Painting of equipment, plant and building.

#### FA 12.02 STATUTORY INSPECTIONS AND TESTS

The Contractor shall at the commencement of the term contract arrange for the compulsory 12 and 36 month statutory inspections and tests on each of the boilers in his/her contract in accordance with the Occupational Health and Safety Act, 1993. This shall include an internal and external inspection and hydraulic test of the boilers. These inspections and tests shall be performed and certified by an approved inspection authority. The Contractor shall be responsible for all the preparation work and ancillary work as specified. Only one boiler at a time shall be taken out of commission for these purposes in accordance with General Decommissioning, Testing and Commissioning Procedures.

During this period the Contractor shall inspect, service, repair, replace and overhaul all ancillary boiler equipment associated with these boilers. These actions shall be planned in such a manner as to minimize the down-time of the boiler, as well as without influencing the operation of the rest of the plant. All defective equipment shall be replaced and repair work required to the boilers shall be done.

All inspections and findings shall immediately be reported to the Departmental Representative / Engineer.

##### FA 12.02.01 Hydraulic pressure testing and internal and external inspections

A hydraulic pressure test and internal and external inspection shall be performed on each boiler in accordance with the requirements of The Occupational Health and Safety Act, No 85 of 1993 as amended and shall be witnessed and certified by an approved inspection authority.



The inspections and hydraulic test shall be performed every 12 and 36 months as prescribed in the Occupational Health and Safety Act of 1993.

In accordance with the regulations the Contractor shall be responsible for providing the necessary tools, workmen, lights, equipment and apparatus which may be required by the Inspector for the purposes of the inspection and tests, and shall include the following equipment and actions:

- (a) All equipment, tools, rigging and other facilities necessary for conducting the test and inspections shall be provided.
- (b) The boiler test pump and gauges **calibration certificates** shall be made available prior to commencing the hydraulic testing.
- (c) The hydraulic test medium shall be clean cold water. The required test pressure shall be as stipulated in the Occupational Health and Safety Act, No 85 of 1993, as amended.
- (d) The maximum rating of any hand-held light source shall be 50 volt.
- (e) The hydraulic test date shall be confirmed / negotiated with the approved inspection authority.
- (f) All notices as required by the regulations shall be provided and put into place.
- (g) The up to date boiler log book and Government boiler register shall be made available to the Inspector.

#### FA 12.02.02 Boiler preparation for statutory inspection and testing

The following preparation work shall be carried out, prior to the external and internal inspection and hydraulic test, by the Contractor:

- a) All electrical supplies and controls to the boiler shall be isolated prior to starting of testing and inspection procedures.
- b) The boiler shall be emptied and cleaned. All scale deposits are to be removed from internal shell, tubes and water spaces. Methods to be used shall be approved by the Departmental Representative / Engineer and shall carry the approval of the boiler manufacturer.

- c) Dismantle and remove boiler lagging and cladding where necessary and where directed by the Departmental Representative / Engineer.
- d) Remove stoker from boiler
- e) Remove required refractory brickwork from boiler before inspection.
- f) All boiler fittings shall be stripped down, de-scaled, machined, re-seated, overhauled and tested to manufacturer's specification by approved Engineering works. These are to be certified as complying with the manufacturer's specification. Each boiler fitting shall be hydraulically tested and witnessed as such by the Departmental Representative / Engineer.
- g) Any boiler fittings found to be beyond repair shall be replaced with new on approval of the Departmental Representative / Engineer.
- h) Remove all manholes, hand hole covers, mud holes and wash-out plugs.
- i) Remove boiler fusible plug and replace with new.
- j) Clean out and wire brush stacks, smoke boxes, flues and plates.
- k) Smoke boxes, stack uptake and domes to be painted in accordance with manufacturer's specification.
- l) Tubes to be cleaned, inspected and replaced if necessary.
- m) Open and clean out all blow-down and other trenches and replace damaged and leaking pipework.
- n) Chemical cleaning of the tubes shall not be allowed without the consent of the Departmental Representative / Engineer.
- o) Internal parts of the boiler shall only be painted on completion of the successful boiler inspection by the Inspector.

If there are deviations from the above outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined above completed.

#### FA 12.02.03 Internal and external inspection

On completion of all the required preparation work the Contractor shall notify the Departmental Representative / Engineer and shall arrange for the external and internal inspection of the boiler to take place by the approved inspection authority. The inspection shall be certified with relevant comments by the inspection authority. The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

#### FA 12.02.04 The hydraulic pressure test

On completion of the necessary preparation work and internal and external inspection and relevant repair work, the Contractor shall prepare for the hydraulic test to be executed, which shall include the following:

- (a) Replace all manholes, hand hole covers, mud holes and wash-out plugs. All joints are to be renewed.
- (b) Replace boiler refractory brickwork and refractories prior to hydraulic pressure.
- (c) Properly clean and expose all boiler seams, stay heads and mountings.
- (d) All safety valves, steam valves and other connections to the boiler shall be blanked off prior to starting of testing procedures.
- (e) Ensure that all water gauge cocks are in the off-position and that all gauge glass protectors are in place.
- (f) The boiler shall be filled with clean water up to the highest opening of the boiler shell.
- (g) The system shall be put under the specified hydraulic pressure, with the boiler test pump, at least 15 minutes prior to the witnessing of the hydraulic test pressure.
- (h) The pressure shall be maintained for a minimum period as specified by the Inspector.
- (i) On completion of the hydraulic test, all boiler controls shall be tested.
- (j) Any leaks resulting from the hydraulic test shall be repaired and witnessed by the Departmental Representative / Engineer. Any repair

work shall lead to a new hydraulic test to be witnessed by the Inspector.

- (k) The witnessed hydraulic test shall be signed off by the approved inspection authority.
- (l) After repair of defects and reinstallation of all equipment, components, lagging, fittings, etc, and approval and certification of all inspections and tests the Contractor shall put the boiler back into operation.

The re-commissioning shall be done strictly in accordance with the boiler manufacturer's specification and shall be witnessed by the Departmental Representative / Engineer.

If there are deviations from the above outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined above completed.

#### FA 12.03 BOILER PLANT EQUIPMENT AND INSTALLATION

Any repair work which may be required on the boiler plant installation shall be executed with approved materials, equipment, methods and tooling suitable for the specific application. The said repair work shall be executed in accordance with the relevant codes of practice, standards, regulations, statutory regulations, manufacturers' specifications and codes of practice and as specified in all additional and particular specifications included in this document. During the statutory inspections and tests the following items are to be repaired and serviced as required by the Inspection Authority, boiler manufacturer and this specification.