public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH

BID NO:	**MTH 12/2026**
Closing Date:	**Thursday, 26 November 2026**
Closing Time:	**11:00**
Bid Briefing Meeting Date:	**Wednesday, 11 November 2026**
Bid Briefing Meeting time:	**10:00**

***Tenderers CSD No*: .....**

Name of the Tenderer: .....

Bid Box Address
Department of Public Works & Infrastructure
5th Floor Reception
PRD II Building
Sutherland Street
Mthatha
5100

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: Unathi Mabusela	Enquires: Xolani Mpongoshe
Tel No: 047 502 7049 during office hours	Tel No: 047 502 7072 during office hours
Cell No: NONE	Cell No: 066 3355749
Email Address: Unathi.Mabusela@dpw.gov.za	Email Address: Xolani.mpongoshe@dpw.gov.za

Table of Contents

SUMMARY OF BID INFORMATION 3

PA-04 (EC): NOTICE AND INVITATION TO TENDER 4

1. REQUIRED CIDB GRADING 4
2. FUNCTIONALITY CRITERIA APPLICABLE 4
2. EVALUATION METHOD FOR RESPONSIVE BIDS 11
3. RESPONSIVENESS CRITERIA 11
6. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS 13
7. OBJECTIVE CRITERIA APPLICABLE: YES 15
10 ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER: ..... Error! Bookmark not defined.
11 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME 18
12 COLLECTION OF TENDER DOCUMENTS 19
13 COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING 19
14 ENQUIRIES 19
15 DEPOSIT / RETURN OF TENDER DOCUMENTS 20

DPW-07: FORM OF OFFER AND ACCEPTANCE 21

PA-11: BIDDER'S DISCLOSURE 25

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS 28

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES 30

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES 32

DPW-16. TENDER BRIEFING MEETING CERTIFICATE 35

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS 36

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT 37

DPW-09 PARTICULARS OF TENDERER'S PROJECTS 39

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 41

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES 46

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE) 46

SPECIAL CONDITIONS OF BID (SCB-1) 48

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW) 55

TERMS OF REFERENCE/ SPECIFICATIONS ..... Error! Bookmark not defined.

PRICING SCHEDULE/ BILLL OF QUANTITIES ..... Error! Bookmark not defined.

SUMMARY OF BID INFORMATION

Bid Number	MTH 12/2026	
Bid/ Project Description	MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH	
Bid Closing date & Time	Thursday, 26 November 2026	**11:00**
Bid Briefing Date & Time (If applicable)	Wednesday, 11 November 2026	**10:00**
Venue	Indwe SAPS	
SCM SPECIFIC ENQUIRIES:	Unathi Mabusela	Unathi.Mabusela@dpw.gov.za
	047 502 7049	NONE
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Xolani Mpongoshe	Xolani.mpongoshe@dpw.gov.za
	047 502 7072	066 3355749
Bid Document Price	R 200.00	
Procurement Plan Reference Number	1023	
Points to be allocated for an area for work to be done or services to be done in that area	EASTERN CAPE	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	**MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH**		
Bid no:	**MTH 12/2026**	**Procurement Plan Reference no:**	**1023**
Advertising date:	**03 November 2026**	**Closing date:**	**Thursday, 26 November 2026**
Closing time:	**11:00**	**Validity period:**	**84 calendar days**

1. REQUIRED CIDB GRADING

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

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

MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH			
Functionality Criteria No	**Criteria**	**Evaluation Indicators**	**Applicable Value**
1	**BIDDERS RELEVANT EXPERIENCE IN MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS COMPLETED CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY**		**20**
	Conditions 1. Provide a reference letter(s) of a **completed** project of a similar nature, scope and/ or complexity using the Departmental testimonial/ reference template provided in the bid document. . 2. Bidders **must** use the testimonial/ reference letter template provided in the bid document. Only a reference on the testimonial/ reference letter template provided in the bid document will be accepted. If a reference is not on the testimonial/ reference letter template provided in the bid document, it will not be considered. 3. The contract/ project reference must comply with the following minimum reuirements:	**Three (3)** x reference letter of a **completed** maintenance or repair or new installation project of Standby generators with a contract value greater than R 450 000.00	**4 (1)** Minimum points for Functionality Criteria No. 1
		Four (4) x reference letters of **completed** maintenance or repair or new installation projects of Standby generators with a contract value greater than R 450 000.00	8 **(2)**
		Five (5) x reference letters of **completed** maintenance or repair or new installation projects of Standby generators with a contract value greater than R 450 000.00	12 **(3)**
		Six (6) x reference letters of a **completed** maintenance maintenance or repair or new installation projects of Standby generators with a contract value greater than R 450 000.00	16 **(4)**
		Atleast **Seven (7)** x reference letters of **completed** maintenance maintenance or repair or new installation projects of Standby generators with a contract value greater than R 450 000.00	20 **(5)**

	i. The project must be for a relevant **Completed Maintance or Service or Repairs or new instalation project of Standby Generators** and ii. The project must be in the last **five (5)** years and iii. Has a value of greater than **R 450 000** and 4. The reference letters submitted must comply with the following minimum requirements: 1. The reference letter(s) must be dated and signed. 2. The project must be within the period specified in the bid. 3. The reference letter(s) contract period and R- value must be for a single contract and not the sum of various contracts. 4. The reference letter(s) must clearly indicate the contract start date and contract end date/ or at least practical completion date. 5. The reference letter(s) must indicate the client's name, contact particulars and Email address. 6. In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value. 7. If the bidder's performance is not indicated in the reference letter(s), the Department will deemed that the bidder's performance was unsatisfactory and will not verify the contrary. 8. An appointment letter/ award letter and or signed contract are not accepted as a reference letter.		

	Conditions for current contracts (if applicable) **N/A** (Only completed contracts will be considered)		

Please note: Experience of the bidder will be based on the reference letters submitted. If a project is listed in the table below, but a supporting reference letter is not submitted, the project or the experience of the bidder will not be considered valid. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. The submitted reference letter(s) will be used in Functionality Criteria No. 1 to validate the experience of the bidder only. Bidders may also submit a single reference letter(s)/ testimonial(s) that covers both the requirements (experience and satisfactory performance) as required for Functionality Criteria No. 1 and Functionality Criteria No. 2

	Short Description of project	Client	Project Start date	Project End Date	Value of Project (Final account)
1.					
2.					
3.					
4.					
5.					
6.					

Functionality Criteria No	Criteria	Evaluation Indicators	Applicable Value
2.	**REFERENCES FROM PROJECT MANAGERS/CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE WHICH INDICATES THE BIDDERS PERFORMANCE.**		**15**
	2.1 Please provide: 1. Signed reference letters/ testimonial from Consultant / Clients confirming your company's performance using the Departmental reference template provided in the bid document. 2. Bidders **must** use the testimonial/ reference letter template provided in the bid document. Only a reference on the testimonial/ reference letter template provided in the bid document will be accepted. If a reference is not on the testimonial/ reference letter template provided in the bid document 3. All the requirements for contracts or projects or reference letters as precribed in Functionality Criteria No.1 applies.	**Three (3)** x reference letter which indicates atleast a **satisfactory performance** in a **completed** maintenance or repair or new installation project of Standby generators with a contract value greater than R 450 000.00	3 **(1)** Minimum points for Functionality Criteria No. 2
		Four (4) x reference letters which indicates atleast a **satisfactory performance** in a **completed** maintenance or repair or new installation project of Standby generators with a contract value greater than R 450 000.00	6 **(2)**
		Five (5) x reference letters which indicates atleast a **satisfactory performance** in a **completed** maintenance or repair or new installation project of Standby generators with a contract value greater than R 450 000.00	9 **(3)**
		Six (6) x reference letters which indicates atleast a **satisfactory performance** in a **completed** maintenance or repair or new installation project of Standby generators with a contract value greater than R 450 000.00.	12 **(4)**
		Seven (7) x reference letters which indicates atleast a **satisfactory performance** in a **completed** maintenance or repair or new installation project of Standby generators with a contract value greater than R 450 000.00	15 **(5)**

	4. Additionally, for a reference letter to be considered for this functionality criteria, the bidders' performance **must** be rated in the letter at least "satisfactory".		

If a project is listed in the table below or the table above, but the reference letter is not submitted, the project will not be considered. If a project is not listed, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered valid for Functionality Criteria No. 2, the performance of the bidder **must** be indicated in the reference letter and the performance of the bidder **must be rated at least satisfactory**. Bidders may also submit a single reference letter(s)/ testimonial(s) that covers both the requirements (experience and satisfactory performance) as required for Functionality Criteria No. 1 and Criteria No. 2

	Name of Company	**Value of Project as measured for final account**	**Letter attached**	
			YES	**NO**
1				
2				
3				
4				
5				

Functionality Criteria No	**Criteria**	**Evaluation Indicators**	**Applicable Value**
3.	**FINANCIAL CAPACITY**		**20**
	3.1 1. Provide a valid Bank rating letter or certificate from your Banking Institution stating at least a bank rating code of **A or B or C or D** and 2. The Bank rating letter or certificate must not be older than **three (3)** months and 3. The bank rating code must be for an amount greater than **R1 000 000 over a period of 12 months** **3.2** In the case that a bidder submit a bank rating letter with more than one bank rating code: **1.** The Department will consider the lowest bank rating code, which is on the bank rating letter, provided it complies with the acceptable bank rating codes as specified in the bid **and** 2. If one of the bank rating codes on the submitted bank rating letter is less than the acceptable bank rating code(s) as specified in the bid document, it will be	Bank rating code of D	8 (2) Minimum points for Functionality Criteria No. 3
		Bank rating code of C	12 (3)
		Bank rating code of B	16 (4)
		Bank rating code of A	20 (5)

	deemed non-compliant and will not be accepted.			
No	**Name of Bank**	**Contact Person**	**Contact Number**	**Date of letter**
1				
2				

Functionality Criteria No	**Criteria**	**Evaluation Indicators**	**Applicable Value**
4.	**COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL**		**30**
	CONDITONS APPLICABLE TO KEY STAFF AND QUALIFICATIONS **4.1 MINIMUM REQUIRED KEY STAFF** 1. The minimum key staff/ technical personnel required on this project is: a) Atleast one (1) x electrician who passed his/her trade test and b) Two (2)) x Diesel mechanics (who passed their trade test and c) Atleast one (1) x electrician who holds a valid three (3) phase Wireman's Licence and is registered as an Electrical Installer (IE) at the Department of Labour.. **4.2 QUALIFICATIONS** 1. The submission of copies of qualifications/ accreditations of the following key staff/ technical personnel is mandatory: i. **For the Electrical Installer (IE):** a) A valid registration letter as an Electrical Installer (IE) and b) Proof of his/her wireman's license ii. **For the electrician(s):** a) An electrical trade test certificate(s) from an accredited institution. iii. **For the Diesel Diesel Mechanics/ Technicians:** a) Trade test certificates from an accredited institution	**Minimum Key Staff x four (4) made up as follows:** a) One (1) x electrician (who passed his/her trade test) and b) Two (2) x Diesel mechanics (who passed their trade test) and c) One (1) x Electrical Installer who holds a valid three (3) phase Wireman's Licence and is registered as an Electrical Installer (IE) at the Department of Labour.	6 **(1)** Minimum points for Functionality Criteria No. 4
		Key Staff x five (5) made up as follows: a) One (1) x electricians (who passed his/her trade test) and b) Three (3)x Diesel mechanics (who passed their trade test) and c) One (1) x Electrical Installer who holds a valid three (3) phase Wireman's Licence and is registered as an Electrical Installer (IE) at the Department of Labour.	12 **(2)**
		Key Staff x six (6) made up as follows: a) One (1)x electrician (who passed his/her trade test) and b) Four (4) x Diesel mechanics (who passed their trade test) and c) One (1) x Electrical Installer who holds a valid three (3) phase Wireman's Licence and is registered as an Electrical Installer (IE) at the Department of Labour.	18 **(3)**
		Key Staff x seven (7) made up as follows: a) One (1) x electrician (who passed his/her trade test) and b) Five (5) x Diesel mechanics (who passed their trade test) and c) One (1) x Electrical Installer who holds a valid three (3) phase Wireman's Licence and is registered as an Electrical Installer (IE) at the Department of Labour.	24 **(4)**
		Atleast x eight (8) key staff made up as follows: a) One (1) x electricians (who passed his/her trade test) and b) Six (6) x Diesel mechanics (who passed their trade test and c) One (1) x Electrical Installer who holds a valid three (3) phase Wireman's Licence and is registered as an Electrical Installer (IE) at the Department of Labour.	30 **(5)**

	4.3 CV's 1. The submission of the CV's of the following key staff/ technical personnel is mandatory: i. N/A (CV's are **not** required) 2. Failure to submit copies of the qualifications/ accreditations (where required) will result in the qualification/ accreditation not been considered valid. 2. Failure to submit a CV (where required) will result in the key staff/ technical personnel member not been considered.		
Functionality Criteria No	**Criteria**	**Evaluation Indicators**	**Applicable Value**
5.	**VEHICLE OWNERSHP**		**15**
	6.1 Bidders' must provide evidence of the ownership of the vehicles with the bid. 6.2 The vehicles must be registered under the name of the company or under the name of one of the Director/s of the company. 6.3 The proof of ownership must be the registration papers of the vehicles and it must clearly indicate the company's name or the name of one of the director's of the company. 6.4 The vehicle must be available for the duration of contract 6.5 The vehicles must be and have a loading capacity of at least (1/2) ton. 6.6 Failure to comply with all the above, will result in the bidder failing functionality.	2x Vehicle/s with loading capacity of at least (1/2) ton	3 **(1)** Minimum point for Functionality Criteria No 5.
		3x Vehicle/s with loading capacity at least (1/2) ton	6 **(2)**
		4x Vehicle/s with loading capacity at least (1/2) ton	9 **(3)**
		5x Vehicle/s with loading capacity at least (1/2) ton	12 **(4)**
		6x Vehicle/s with loading capacity at least (1/2) ton	15 **(5)**

No	**Name of the Key Person**	**Name of the Qualification(s)**	**Portfolio/Position**	**CVs and Qualifications attached**	
				YES	**NO**
1.					
2.					

3.					
4.					
5.					
6.					
7.					
8.					
Minimum Qualifying Score for Functionality				**50**	

TOTAL SCORE **100**

NB:

- If a bid fails to achieve the minimum qualifying score for functionality of **Fifty percent (50%)**, it will automatically be regarded as non-compliant, and shall be not considered any further in the evaluation process **and**

1. In addition to the above, bidders' must score the minimum points for each Functionality Criteria, (i.e. Functionality Criteria No 1, Functionality Criteria No 2, Functionality Criteria No 3, Functionality Criteria No 4 and Functionality Criteria No 5) If a bidder fails to score the minimum points for each Functionality Criteria, the bidder's offer will be regarded as non-compliant, even if the bidder scored the required minimum qualifying score for functionality.

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

10.1. Indicate which preference points scoring system is applicable for this bid:

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

	Click or tap here to enter text. Click or tap here to enter text.		

2. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

3.2. **The 80/20 Preference points scoring system will be applicable for this bid**

3. RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of a bid offer.
5.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
6.	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
7.	☒	There will be a compulsory bid briefing/ clarification meeting and all potential bidders must attend.
8.	☒	Any addendums or erratum to the bid will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratum.
9.	☒	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☒	Bidders will be disqualified in the following circumstances: a) If they submit for the same bid, more than one bid or an alternative bid offer. b) If they submitted a bid, but is also in agreement to an additional bidding entity who submitted an offer for the same bid (e.g. in an agreement with a joint venture or consortium or partnership, etc.). c) If there are factual evidence of communication with any other bidder, which are competing for the same bid, (example a signature of the bidder is found in a competing bidder or the bidder is a director of in a competing bid offer.
11.	☒	Offer's from the following bidders' will be eligible to have their submissions evaluated: a) Only bidders' who are registered with the Construction Industry Development Board (CIDB), or who are capable of being so registered with the CIDB within twenty-one (21) working days from the closing date for submission of tenders, in the specified contractor designation (class of works) and or specified contractor grading (or higher) or b) Bidders who submitted proof with their bids that they already applied to CIDB, on or before the closing date: i. For the correction of their overall CIDB non-compliance status or ii. For an upgrade of their specified contractor CIDB grading or iii. For a registration in a specified contractor designation.
12.	☐	Submission of a valid letter of Good Standing for COIDA issued by the Department of Labour, relevant to any element contained in the conditions of bid or the bid specifications or the Bill of Quantities (BOQ) or the Scope of Works or the CIDB class of construction works of this bid. The letter of Good Standing with COIDA must not be expired at the closing date of the bid.
13.	☒	Bidders must submit a fully priced Bills of Quantities. If any Item or element of the Bill Of Quantity is not priced, the bidder will be disqualified.

14.	☐	Upon request, a bidder's reference(s) must respond to any communication(s) or references check(s) received from the department. If a bidders reference(s) received the Departments correspondence or acknowledged receipt or the Department's correspondence or the departments received "a read receipt" of the correspondence(s) send to a bidders reference, but the bidders references doe(s) not respond to the department enquiry/ or reference check, the relevant reference (who did not respond) will not be considered.
15.	☐	

ADMINISTRATIVE CRITERIA

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

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any.
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☒	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01)
10.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects: Bidders may use 'own form' – the details of all the tenderer's current and previous projects must however be the same as the details of the DPW-09 (EC) form. Bidders are required to sign and date the DPW-09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☒	Submision of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	**CIDB non-compliance at the time of tender** If a bidder submitted with their bid proof that they had already applied to CIDB for an upgrade or for correction of their non-compliance with CIDB, such a contractor will be deemed to be capable of being so registered in that particular grading and will be evaluated as such, within the 21 workings days period after the closing date. **Note:** A CIDB non-compliance status is define as a CIDB status which is inactive and or expired, and or suspended, and or deregistered and or not registered in the specified contractor designation (class of works) and or not registered on the CIDB in the specified (or higher) contractor grading.
13.	☒	PA 10: FM GENERAL CONDITIONS OF CONTRACT
14.	☒	**CIDB non-compliance after tender closing date** Upon request, a bidder will be given twenty one (21) working days to correct its CIDB compliance status, if the bidder becomes CIDB non-compliant, after the bid closing date.

15.	☒	A bidder may nominate the same key resources for more than one bid in the Department. During evaluation, the bidder's offer will be "deemed responsive" (if it complies with the substantive criteria). Should **a bidder**, subsequently be awarded more than one bid, but the key staff is already allocated to another awarded bid or another recommended bid, the Department may request a bidder to provide new key staff, which are accompanied by the minimum required qualifications and CV's (if applicable).
16.	☒	Upon request, a bidder's reference(s) must respond to any communication(s) or reference check(s) received from the Department. If a bidder's reference(s) received the Department's correspondence or acknowledged receipt or the Department's correspondence or the Department received a "read receipt" of the correspondence(s) send to a bidder's reference, but the bidder's reference(s) do(es) not respond to the Departments enquiry/ or reference check, the relevant reference (who did not respond) will not be considered
17.	☒	Bidder's labour rates per hour in the Pricing Schedule/ Bill of Quantities, are not allowed to be less than the minimum Gazetted labour rate of the relevant Bargaining Council of that trade in South Africa. Where there is no Bargaining Council Gazetted labour rates for a specific trade or sector, the labour rates quoted cannot be less than the gazetted National minimum labour rates of South Africa as at the closing date of the bid
18.	☒	If a referee is not contactable, the bidder will be provided one opportunity to provide: (a) Alternative contact detail(s) for the relevant referee, or (b) Contact details of an alternative referee on the same project.
19.	☒	Submission of a fully completed Form of Offer and Acceptance. (DPW-07)
20.	☒	Upon request bidders must respond in writing to any enquiry received from the Department on any matter, which may have an impact on the evaluation of a bidder's submitted bid.

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

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

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

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

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

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

7. OBJECTIVE CRITERIA APPLICABLE: YES

16.1 The Department is procuring services per the bids listed below at the same time and the required services is of similar nature and scope:

a) MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 1 FOR A PERIOD OF 36 MONTHS
b) MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTHS.
c) MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 3 FOR A PERIOD OF 36 MONTHS.
d) MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 4 FOR A PERIOD OF 36 MONTHS

16.2 The department included in the bids identified above, an "Objective Criteria" which are empowering the Department to award these bids to more than one service provider.

16.3 The Department's objective with this "Objective Criteria" is to award the above listed bids to more than one contractor and it is aimed at:

a) Promoting broader social, economic and market participation
b) Preventing industry monopolies and sustain future competitiveness in the industry
c) The equitable and diverse distribution of work and empowerment opportunities
d) Managing of various risks which are associated in appointing one contractor for example under performance, over commitment, "multiple project hostages", etc.

16.4 Based on the "Objective Criteria" above, the Department may therefore pass over the highest or higher point scoring bidder(s), if they are positioned to be awarded more than one of these bids.

16.5 In the event that a bidder are in a position to win more than one of these bids, the Department will afford the relevant bidder(s) the opportunity to select its preferred bid.

16.6 After a bidder selected its preferred area, the Department reserves the right to negotiate with the other remaining bidders from the next highest positioned point scorer downwards.

16.7 During the Negotiation process (if required), the following conditions will apply:

a) The Department will not give any bidder a counter offer, which is higher than the initial submitted financial offer of the bidder.
b) If the tendered price of the next highest scoring bidder in R-value is less or equal to the highest scoring bidder's price, the next highest scoring bidder will be awarded, at its tendered price.
c) If the financial offer of the next highest scoring bidder in R-value is more than the highest scoring bidder's financial offer and it is not market related, the next highest scoring bidder will be given a counter offer. The counter offer which will be given to the next highest scoring bidder, will be the R-value of the financial offer of the highest scoring bidder, provided that the highest scoring bidder's financial offer is reasonable and market related or
d) If the highest point scorer's financial offer is not market related and the next highest scoring bidder's financial offer is market related, the bidder will be appointed at its tendered price.
e) If the highest point scorer's financial offer is not market related (i.e. too low) and the next highest scoring bidder's financial offer is also not market related (i.e. too high), it will be given a market related counter offer.
f) If the bidder during the negotiation declines the counter offer (if any), and makes a market related counter offer, the Department may consider the counter offer received by the bidder and or negotiate further. If the Department does not accept the bidders counter offer and the bidder declines the final offer from the Department, the Department reserves the right to negotiate with the next highest bidder up to the last bidder and the same methodology will be followed.
g) The Department may only award more than one of these bids to a bidder, once all responsive bidders has been afforded an opportunity to select. The process above will repeat, for any remaining items, and will start again from the highest scoring bidder in price and specific goals downwards.
h) The Department may also award the same service provider(s) more than one bid if there is (are) no other responsive(s) bidders for the particular bid/area.

16.8 The Department also reserves the right to withdraw before the closing or cancel any of the bids listed in the bids listed in the Objective Criteria after the closing date should the need arise.

16.9 Should the Department withdraw or cancel any bid(s) which are part of the Objective Criteria the following conditions will apply:

a. The bidding process will proceed as the need for the remaining goods or services still exist
b. The Objective Criteria will still be applicable on the remaining bids,

c. The withdrawn or cancelled bids will be omitted from the Objective Criteria,
d. The remaining bids will be evaluated and finalized in accordance with the remaining bid rules and Objective Criteria.

8. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

a. 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 a bid evaluation committee/ delegated authority 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/ delegated authority. 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 risk evaluation reports to be prepared by the Department, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC) or similar form or in the reference/ testimonials. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service provider. Upon request bidders must respond to any enquiry or request for information received from the Department on any matter, which may have an impact on the risk assessment of a bidder's submitted offer. The enquiry or information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee/ delegated authority, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

THE RISK CRITERIA ARE AS FOLLOWS:

15.1 TECHNICAL RISKS:

Criterion 1: Experience on comparable projects during the past 5 years

The tendering Service Provider's experience on comparable projects during the past **5 years**. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee/ delegated authority, based on its research and inspection of a representative sample of the Tenderer's current and / or previous work as reflected on form DPW-09 (PSB) and/or the portfolio of projects as well as, if necessary, of any other work executed by the Tenderer, not reflected on form DPW-09 (PSB) or similar form. References will be selected from the completed DPW-09 and or from the bidder's submitted reference letters/ testimonials. Bidders must have at least a minimum of **Three** contactable references. Bidder's reference(s) must respond to any communication(s) or reference check(s) received from the Department. If a bidder's reference(s) received the Department's correspondence or acknowledge receipt or the Department's correspondence or the Department received a "read receipt" of the correspondence(s) sent to a bidder's reference, but the bidder's reference(s) do(es) not respond to the Department's enquiry / or reference check, the relevant reference (who did not respond) will not be considered. If a referee is not contactable, the bidder will be provided one opportunity to provide alternative contact detail(s) for the relevant referee and or will be provided one opportunity to provide contact details of an alternative referee on the same project. The Department will not considered the relevant reference valid, if the reference remains non-contactable after an opportunity was provided.

Aspects to be regarded as "comparable" projects 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.

An opinion will be formed by each of the members of an evaluation panel/delegated authority according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written, report and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years .

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 5 years as per the evaluation report prepared by the Bid Evaluation Committee/delegated authority, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB) or similar from, as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB) or similar forms. References may also be selected from the completed DPW-09 and or from the submitted reference letters/ testimonials. Failing to provide contactable references after an opportunity was provided, the reference/ testimonial will not be considered. Failure by bidder to provide the minimum of **three (3)** contactable referees who will provide references and recommendations on comparable projects will result in the tender offer being *mutatis mutandis* declared non-responsive. Failure by bidder to provide the minimum of **three (3)** contactable referees who will **confirm** at least a **satisfactory performance** in comparable projects will result in the tender offer being *mutatis mutandis* declared non-responsive. Bidder's reference(s) must respond to any communication(s) or reference check(s) received from the Department. If a bidder's reference(s) received the Department's correspondence or acknowledge receipt or the Department's correspondence or the Department received a "read receipt" of the correspondence(s) sent to a bidder's reference, but the bidder's reference(s) do(es) not respond to the Department's enquiry / or reference check, the relevant reference (who did not respond) will not be considered. If a referee is not contactable, the bidder will be provided one opportunity to provide alternative contact detail(s) for the relevant referee and or will be provided one opportunity to provide contact details of an alternative referee on the same project. The Department will not considered the relevant reference valid, if the reference remains non-contactable after an opportunity was provided.

Aspects to be considered include but not limited to time management & programming, quality of detailed designs, extent of variations to scope due to shortcomings in original designs, compliance to relevant regulations, personnel resources & technical experience of representatives, turnover in representatives, decision making & problem solving skills, promptness and quality of contract administration in terms of reporting and issuing contract documents, attending site meetings, scope management, leadership and accountability, conformance to specification and quality compliance, risk Identification and mitigation, all with respect to specific aspects of the project / comparable projects and the project tendered for.

An opinion will be formed by each of the members of an evaluation panel/delegated authority according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**

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.

15.2. Commercial risks:

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

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

9. 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.

Does the project fall within any of the CPG value ranges? ***No, CPGs not applicable to this project***
If **"Yes"**, was a CPG Feasibility Study done? **Not applicable**
If **"Yes"**, is the CPG Feasibility Study attached to the PA-01? **Not applicable**
If **"No"**, attach separate report providing reasons as to why a feasibility study was not done and / or not attached.
(Feasibility study is only required if the project falls within the CPG value range and construction period)

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	***Not applicable***
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	***Not applicable***

(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	***Not applicable***
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	***Not applicable***
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)	***Not applicable***
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.	***Not applicable***
(g)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million where feasible)	***Not applicable***
(h)		***Select***

10. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, 5th Floor Reception, PRD II Building, Sutherland Street, Mthatha, 5100.
A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

11. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING

Details of Compulsory Bid Briefing/ Clarification / Site Inspection Meeting (if any):

Venue:	Indwe SAPS		
Virtual meeting link:	N/A		
Date:	Wednesday, 11 November 2026	**Starting time:**	10:00

12. ENQUIRIES

a. Technical enquiries may be addressed to:

DPWI Project Manager	Xolani Mpongoshe	**Telephone no:**	047 502 7072
Cellular phone no	066 3355749	**Fax no:**	**Indicate**
E-mail	Xolani.mpongoshe@dpw.gov.za		

b. SCM enquiries may be addressed to:

SCM Official	Unathi Mabusela	**Telephone no:**	047 502 7049
Cellular phone no	NONE	**Fax no:**	**None**
E-mail	Unathi.Mabusela@dpw.gov.za		

13. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

Closing Date: **Thursday, 26 November 2026**
Closing Time: **11:00**

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 5007 Mthatha 5100 Documents must be deposited in The Bid Box before the closing date of the bid	**OR**	**Deposited in the tender box at:** The Bid Box Department of Public Works & Infrastructure 5th Floor Reception PRD II Building Sutherland Street Mthatha 5100

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: MTH 12/2026

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH

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

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

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

Rand (in words):	
Rand in figures:	**R**

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

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

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

Company or Close Corporation: …… …… And: Whose Registration Number is: …… And: Whose Income Tax Reference Number is: …… CSD supplier number: ……	**OR**	Natural Person or Partnership: …… …… Whose Identity Number(s) is/are: …… Whose Income Tax Reference Number is/are: …… CSD supplier number: ……

AND WHO IS (if applicable):

Trading under the name and style of: ……

AND WHO IS:

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

Bid No: MTH 12/2026

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents ..... ☐
The official alternative ..... ☐
Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED: (Not required for this quotation/ bid)

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

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)	Yes ☐	No ☒
(3) Retention of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)	Yes ☐	No ☒

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

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

.....

Other Contact Details of the Tenderer are:

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

Fax No. .....

Postal address.....

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

Bank Account No. ..... Branch Code .....

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

ACCEPTANCE

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

Bid No: MTH 12/2026

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: MTH 12/2026

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

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[3] in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

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

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

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

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

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition

Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____
(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

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

Note:

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

ENTERPRISE STAMP

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

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

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

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

   _____

   _____
   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms: _____

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

   and who will sign as follows:

   _____

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

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

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

   Physical address: _____

   _____ Postal Code _____

Postal Address: _____

_____Postal Code_____

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

B. Mr/Mrs/Ms:_____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

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

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

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

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

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			

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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH**		
Tender / Quotation no:	**MTH 12/2026**	**Reference no:**	1023

Date Bid Briefing Meeting: Wednesday, 11 November 2026

Time of Bid Briefing Meeting: 10:00

Venue: Indwe SAPS

This is to certify that I,_____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH**		
Tender / Quotation no:	**MTH 12/2026**	**Reference no:**	1023

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: MTH 12/2026
Name of Tenderer ..... ☐ **EME**[1] ☐ **QSE**[2] ☐ **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 / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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)

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

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

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

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

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

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

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH**		
Tender / Quotation no:	**MTH 12/2026**	**Closing date: Thursday, 26 November 2026**	**Time: 11:00**

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	10	
(5) Located in EASTERN CAPE for work to be done or services to be rendered in the EASTERN CAPE area	2	
2. An EME or QSE or any entity which is at least 51% owned by black women	4	
3. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
4. An EME or QSE or any entity which is at least 51% owned by black youth	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

· The Enterprise is _____% Black Owned

· The Enterprise is _____% Black Female Owned

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

o Black Youth % _____%

o Black Disabled % _____%

o Black Unemployed % _____%

o Black People living in Rural areas % _____%

o Black Military Veterans % _____%

Select applicable

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

day/ month /year

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

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

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

SPECIAL CONDITIONS OF BID (SCB-1)

1 INTERPRETATION

1.1 The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.

1.2 The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

1.3 Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

2 PRECEDENCE

2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.

2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

3 GENERAL BID RULES

3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.

3.2. The digital and or electronic completion and signing of documents is permitted.

3.3. A bidder participates in this bid process entirely at its own risk and cost.

3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:

3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;

3.4.2. funds are no longer available to cover the total envisaged expenditure;

3.4.3. no acceptable tender is received;

3.4.4. there is a material irregularity in the tender process; or

3.4.5. there is material change in the scope of works.

3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.

3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.

3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:

3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.

3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.

3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.

3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).

3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.

3.11. The Department will download the following documents, to verify the information submitted by bidders:

3.11.1. CSD registration certificate (if the bidder is registered in the CSD)

3.11.2. CIPC registration

3.11.3. CIDB registration

3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.

4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document , the Department reserves the right to:

4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or

4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or

4.2.3. Cancel the bid and process

5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.

5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:

5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.

5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.

5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.

5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.

5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6 BRAND NAMES

6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7 CONTRACTUAL PRICE ADJUSTMENTS

7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid documents.

8 AUTHORITY TO SIGN BID DOCUMENTS

8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.

8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors

8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a " Resolution of the Board of Directors", if such ", (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,

8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a " Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,

8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9 CONTRACT PERIOD

9.1 The contract period is stipulated in the Contract Data or the specifications.

9.2 The construction period for Infrastructure works, will commence from the date of site handover.

10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer not scoring the highest points, after having applied an objective criteria or a risk assessment criteria, if such (i.e. the objective criteria/ risk assessment) is specified in the bid document.

12 TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 All bidders' tax matters must be in order prior to award.

12.3 Bidders' tax matters will be verified through CSD.

12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.

12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.

12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13 REGISTRATION AS A VAT-VENDOR

13.1 Non-VAT vendors do not have to include VAT in their bid prices.

13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.

13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.

13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14 CERTIFICATION OF DOCUMENTS

14.1 Where so required in the bid documents, bidders are required to submit copies, which are certified as a "true copy of the original".

14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hour.

14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.

14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.

14.5 The Department will not accept a copy of a previously certified document and will not provide any bidder an opportunity to correct such a non-compliance.

15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.

15.2 A "Sworn Affidavit" must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted "Sworn Affidavit" does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:

- 15.2.1 The "Sworn Affidavit" must not be expired at the closing date.
- 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
- 15.2.3 The "Sworn Affidavit" must be signed and dated by the bidder (Deponent).
- 15.2.4 The "Sworn Affidavit" submitted must be signed and stamped by the "Commissioner of Oath".
- 15.2.5 The "latest financial year-end" field must not be left blank.
  - 15.2.5.1 The latest "financial year-end date" cannot be a future date.
  - 15.2.5.2 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) from CIPC or deal with any clarity seeking matter/ confirmation as an administrative matter.

15.3 In respect of "Sworn Affidavits" of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.

15.4 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

15.5 The Department will seek the following clarity matters in respect of the Sworn Affidavits (should it be deemed necessary) and upon request, the bidder will be given a minimum of five (5) working days to respond to the Department:

- 15.5.1 If the bidder did not select/circle/ticked "Member/ Director/ Owner" where so required. The Department will communicate with such affected the bidder in writing.
- 15.5.2 If a bidder did not select/ circle/ ticked the required field "Financial Statements/ Management Accounts/ Audited Financial Statements" where so required. The Department will communicate with such affected the bidder in writing.
- 15.5.3 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) on CIPC or against

any other submitted document or will seek clarity / confirmation from the bidder and deal with it as an administrative matter.

15.5.4 If the financial year-end indicated in the sworn affidavit is not at the end of the month or it is not the correct month when validated on CIPC or against any other submitted documents, the Department will enquire from the affected bidder to indicate its correct latest financial year end in the format (day/month/year) and:

15.5.4.1 If the "day" indicated on the submitted affidavit is wrong, but the month and year is correct, the bidder's affidavit will be "deemed valid" and it will be evaluated.

15.5.4.2 If the "month" indicated on the submitted affidavit is wrong, the bidder's affidavit will be will be considered invalid.

15.6 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.

15.7 For all sectors (example the construction sector, the property Sector and or any sector), a "Sworn Affidavit" issued in terms of the relevant sector must be used. All the minimum requirements applicable to "valid sworn affidavits" as per this "Special Conditions of Bid" will apply.

16 AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a "valid sworn affidavits". The bidder will not be scored for points, but will be evaluated further.

16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.

16.3 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.

16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.

16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.

16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.

16.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.

16.8 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.

16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.

16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

17 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.

17.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

18 CORRECTION OF ERRORS

18.1 Only the authorised signatory to the tender should initial corrections in the tender document.

18.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

18.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:

18.3.1 Seek the necessary clarification from the tenderer and;

18.3.2 If accepting the response from the tenderer, evaluate the bid further and or;

18.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

19 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

19.1 N/A

20 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

20.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

21 POINTS FOR SPECIFIC GOALS

21.1 To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.

21.2 It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.

21.3 Bidder's will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

22 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) **A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)**	**Copies of the Founding Statement - CK1**
b) **A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].**	**Copies of:** **i. Certificate of Incorporation - CM1;** **ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or** **iii. Memorandum of Incorporation in the case of a personal liability company.**
c) **A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).**	**Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).**
d) **A profit company duly registered as a public company.**	**Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.**
e) **A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).**	**Copies of:** **i. The Founding Statement - CK1; and** **ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.**
f) **A natural person, sole proprietor or a Partnership**	**Copy(ies) of the Identity Document(s) of:** **i. such natural person/ sole proprietor, or each of the Partners to the Partnership.**
g) **A Trust**	**Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.**

23 DISCLAIMER

23.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

23.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

23.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" or giving points, etc., without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

– End Special Conditions of Bid –
(Version: Approved 18 July 2025)

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

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) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

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

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

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

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the

Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. *SUSPENSION OF THE SERVICES*

24.1 *The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.*

24.2 *If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

24.3 *If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.*

25. *PENALTY FOR NON-PERFORMANCE*

25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*

25.1.1 *delays in performing any of the Services;*

25.1.2 *fails to perform any of the Services;*

25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*

25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*

25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

26. *PAYMENTS*

26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*

26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*

26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*

26.2.2 *adjustments in terms of the pricing data;*

26.2.3 *additional work rendered by the Service Provider;*

26.2.4 *CPAP adjustment where stated in the Contract Data; and*

26.2.5 *VAT. Vat will be indicated separately in all documents.*

26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the*

amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*

26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*

i. Deductions for penalties;
ii. Deductions for overpayments;
iii. Deductions for retention
iv. Deductions for damages.

26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 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 Parities 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.

PART 1
SPECIAL CONDITIONS / TERMS OF REFERENCE SPECIFICATION and SCOPE OF WORKS

Bid no: MTH 12/2026

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH

1.1 TERMS OF REFERENCE

PURPOSE

The Contractor will provide **MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS** in Area 1 for a period of 36 months

Every generator maintenance contract comes with 12 hour as Emergency and 24 hour as Urgent response time, also with a Major and Minor service intervals.

1.2 DESCRIPTION OF SITE AND ACCESS

a) The work will cover the following premises and towns :

b) **Engcobo, Lady Frere, Cala, Elloit, Indwe, Rossouw, Dordrecht, Glen Grey, Ugie**

c) **The Canter town for this Area will be Indwe CB**

d) Access to all buildings is via tarred roads.

1.3 DETAILS OF TERMS OF REFERENCE (TOR)

a) The contractor shall inform the Department prior to servicing as to which equipment will be serviced, so as to enable the Department to arrange for inspections.

b) All Generator calls will be treated as emergency as they form part of critical assets that requires special attentions.

c) In the event where a contractor received a call requesting servicing of an equipment and that does not appear on the maintenance schedule of quantities (BOQ), the contractor shall inform the Department prior to servicing of such equipment, so as to enable the Department to arrange for an inspections and approval of such equipment

d) The appointed Contractor shall be responsible for making arrangements for the purpose of Maintenance, Servicing and Repairs. In the event of the Contractor failing to make such arrangements, admission to the site may be refused by the Officer in

e) charge and the Department will not be responsible for any additional costs, which the Contractor may incur by such a refusal.

f) The Contractor shall report in writing to the Department any contraventions of the Act and Code as far as the installation is concerned.

g) In the event of failure of the Contractor to maintain and/or repair any installation to the satisfaction of the Department, the latter reserves the right to make any arrangements necessary or expedient in regard to said maintenance and/or repairs to any installation appearing in the document attached hereto, and the Contractor shall be liable to the State for payment of any additional expenditure thereby incurred, as well as for payment of damages which the State may have suffered as a result of the Contractor's default or negligence.

h) In the event of it becoming evident that there is any deterioration or defects, in part or as a whole of the system or systems to be maintained under this contract, especially towards the end of the maintenance contract period, such a deterioration or defect shall be rectified and made good by the Contractor. Failure to do so, either the incoming Contractor or others will do such rectification and the cost thereof shall then be for the account of the outgoing Contractor.

i) Some quantities in this tender are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the rates for any item.

j) Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the SANS mark of approval, but can be of a different size if specifically required by the Department. If such equivalent component is not available, then the alternative component must be approved by the Department prior to installation.

k) A representative of the client department must sign for spares that have been used in the execution of services and details entered on the Job Cards.

l) The serial numbers of original and new components shall be entered on job cards and invoices presented for payment.

1.4 LEGISLATIVE REQUIREMENTS AND COMPLIANCE

The Contractor shall :

a) Safeguard all his/her employees in accordance with the regulations of the ***Unemployment Insurance Act 2001, (Act no. 63 of 2001)*** and any amendments thereof.

b) (i) Comply with ***Compensation For Occupational Injuries And Diseases Act, 1993 (Act No. 130 Of 1993)*** as Amended by ***Obtaining a Valid Letter Of Good Standing*** related to the scope of works of this Contract before Executing any Works in this contract.

(ii) Submission of a valid letter of Good Standing for COIDA issued by the Department of Labour, relevant to any element contained in the conditions of bid or the bid specifications or the Bill of Quantities (BOQ) or the Scope of Works or the CIDB class of construction works of this bid. The letter of Good Standing with COIDA must not be expired at the closing date of the bid.

c) Comply with ***General Safety Regulations Act GNR 1031 of May 1986*** as stipulated in Occupational Health and Safety (Act 85 0f 1993)

d) Comply with ***Electrical Installation Regulation GNR.2920 of 23 October 1992*** as stipulated in Occupational Health and Safety (Act 85 0f 1993) , ***SANS10142-1" Code of Practice for the Wiring of Premises***

e) Comply with ***General Machinery Regulations Act GNR. 1521 of 5 August 1988*** that establishes safety, supervision, and operational requirements for machinery in South Africa under the Machinery and Occupational Safety Act, 1983.

f) Comply with all ***By-laws and requirements of the local authorities.***

1.5 INSTALLATION AND MANAGEMENT REQUIREMENTS

The contract shall :

a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required services.

b) Take adequate precautions to prevent damage to buildings, 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) Only service items in the quantity as listed in the activity schedule. Should the contractor upon servicing of the items find that there are more items on the premises to be serviced in addition to those listed in the activity schedule; he shall not service those items prior to receipt of written authorization received from the Employer's representative (DPWI).

e) Should the contractor be uncertain about the scope of any work to be executed under this contract, the Department must be immediately requested to clarify it's instructions

1.6. INVOICE SUBMISSION AND PAYMENT TERMS:

a) No payments will be made for services executed without the necessary authorization.

b) The Contractor will be supplied with a detailed Job Cards in accordance with the latest threads. The Job Card must be completed legibly in ink after completion of each service. In addition to the original completed Job Card submitted with the account, the contractor shall submit a copy of the Job Card to the client Department for audit purposes.

c) Accounts for services rendered, must be accompanied by a Job Card and the fully completed checklists/Register signed with dated stamp.

d) The unit rates for items on the Job Card must be cross-referenced to the applicable rates for similar items in the Activity Schedule.

e) Any errors in the compilation of the Job Cards or accounts discovered at a later stage, shall be rectified and the overpayment will be recovered by the Department.

f) The Contractor shall submit a detailed invoice to the DPWI, within fourteen (15) calendar days following the completion of the work or the delivery of services. The invoice must include all necessary documentation, including but not limited to, itemized costs, job cards.

g) ***At completion of the service on site the Contractor is to submit compliant invoice at*** *invoice.mthatha@dpw.gov.za* ***together with signed job card, declaration forms & timesheet by both Client and contractor. Failure to submit complete information will lead to non-payment of the invoice.***

h) All invoices submitted by the Service Providers, must include the ***Archibus system generated call ID*** as DPWI reference, ***together with the relevant order number***.

i) Failure to submit an invoice within the aforementioned period shall result in a forfeiture of the right to receive payment for the completed work or services. The DPWI shall have no obligation to make any payments for work completed or services rendered if the invoice is not submitted within the specified 15 days period."

j) The contractor must be registered and compliant on both **CSD & CIDB** and registration to be valid throughout the service, with relevant registration for the classification of works as mentioned above. Contractor to ensure compliance with all Occupational Health and Safety regulations and instructions.

k) ***Paragraph 4.12 of FM Circular 31 of 2024*** – All service providers must submit their invoices within **30 days** after a job has been completed, together with a signed and

stamped date of completion as per the User Department. Invoices not submitted within **30 days** will be considered invalid for payment.

l) Unit prices for items of work executed but not specified in this contract must be verified by means of supplier's invoices.

m) The amount of such invoices, after deduction of any discount, will be taken into account for payments to the Contractor. If such invoices are not submitted, accounts will not be paid.

n) Payment of accounts complying with all the requirements of this contract will be made within 30 days after certification thereof. All relevant invoice documentation must be attached to each individual account. Any normal discounts allowed to the contractor shall be passed on to the Department. When determining the profit on non-scheduled material the contractor shall FIRST DEDUCT ANY VALUE ADDED TAX from the cost price of the material AND THEN ADD BACK VAT on the full amount including the contractor's profit

1.7 THE RATE SHALL BE INCLUSIVE OF ALL LABOUR AND TRANSPORT COSTS FOR THE MAINTENANCE, SERVICING AND REPAIRS OF UNITS.

a) Overtime rates will only be applicable to emergency services. Unauthorized overtime due to the contractor's failure to complete a service in normal working hours will not be applicable unless authorized by the representative of the Department.

b) All rubbish and waste arising from the work must be removed and the site and buildings left in a clean and tidy condition.

1.8 PROGRAM

a) The Contractor shall under this Repair and Maintenance Contract institute a logging and recording system as part of his Maintenance Control Plan. This shall consist of a log and record book, which shall be utilized to log and record all service records, system checks, breakdowns, maintenance visits, inspections, etc.

b) The logbook shall be stored in a safe place as agreed with the Client and representative of the Department and shall only be utilized by the Contractor and Regional Representative.

c) Copies of the entries and recordings into the logbook shall be submitted by the Contractor together with his report to the representative of the Department at the end of the contract for safe keeping

d) Should any equipment be found to be damaged or vandalized, the contractor shall immediately report the matter to the Department. The contractor shall furnish a completed and signed report containing full details of the findings to the Department. Provision shall be made on report for the name and signature of person in charge of institution and service technician.

e) Where service is rendered on the same day in a specific area, bills must be submitted with transport costs specified separately and set out as follows:

f) E.g From Post Office to property A - 8km; from property A to property B - 1km; from

g) Property B to property C- 2km; from property C back to Post Office – 6 km =17km

h) The service provider will only claim for travelling from the Centre Town

1.9 TYPICAL GENERATOR SERVICE AND MAINTENANCE SEE SCHEDULE OF QUANTITIES FOR PRICING

1.9.1 PROCEDURES AND CHECKLISTS TO BE CARRIED OUT DURING A SERVICE:

A . LUBRICATING SYSTEM

- Change engine lubricating oil.
- Change engine lubricating oil filter.
- Change engine lubricating oil bypass filter, if fitted.
- Check engine oil for leaks.
- Check hydraulic governor oil level, if fitted.
- Record oil pressure – P.S.I R.P.M.

B. FUEL SYSTEM

- Drain sediment from fuel tank.

- Check fuel tank breather.
- Clean out water and sediment trap.
- Change fuel filters.
- Check fuel system pipes and unions for leaks.

- Check operation of engine governor and stop controls.
- Check operation of fuel system priming pump.
- Check fuel level, if low inform the relevant Department.

C. COOLING SYSTEM

- Check coolant level and antifreeze content and top up if necessary.
- Check coolant inhibitor.
- Change coolant filter, if hours occurred.
- Check for coolant leaks.
- Check condition of hoses and clips.
- Check condition of fan belts and adjust or renew, if required.
- Check water pump and lubricate.
- Check and lubricate fan hubs and idlers.
- Check condition of radiator.
- Clean radiator fins.
- Check condition of radiator ducting and trunking.
- Check operation of block and radiator heaters.
- Check operation of ventilation automatic louvers, if fitted.
- Record engine cooling system temperatures.

D . AIR INTAKE SYSTEM

- Change air filter element, if necessary (chargeable).
- Clean and check air cleaner and piping for damage.
- Check turbocharger operation and condition.
- Check inlet manifold and gaskets.
- Check and tighten turbocharger outlet hose clips.

E . EXHAUST System

- Tighten Manifold nuts and cap screws.
- Tighten turbocharger mounting nuts.
- Check for leaks and signs of blowing.
- Check condition of silencer and piping.
- Drain moisture trap in exhaust pipe.

F . ENGINE ELECTRICAL SYSTEM

- Check battery electrolyte level and specific gravity, top up if necessary.
- Check condition of charging system.
- Record charging rate – amps.
- Check operation of starting system.
- Check condition of wires and connectors.

G . ALTERNATOR

- Check bearings and lubricate.
- Check communicators or slip rings.

- Examine brush gear.
- Check alternator to engine alignment.
- Check alternator to engine coupling.

I . GENERAL GENERATOR MAINTENANCE

- Check engine mounting bolts.
- Check engine anti-vibration mountings.
- Check operation of engine governor.
- Check and adjust engine valve clearance, if hours occurred.
- Check and clean engine crankcase, breather.
- Check engine vibration dampers.
- Lubricate all engine linkages.
- Keep generator plant room in a clean and tidy conditio

1.10 MAINTENANCE INTERVAL SCHEDULE

A. EVERY 100-250 SERVICE HOURS OR 6 MONTHS

- Cooling System Coolant Level – Check
- Driven Equipment – Check
- Engine Air Cleaner Service Indicator – Inspect
- Engine Air Pre cleaner – Check/Clean
- Engine Oil Level – Check
- Fuel System Primary Filter/Water Separator –Drain
- Walk Around Inspection

B. EVERY 500 SERVICE HOURS OR 1 YEAR

- Alternator and Fan Belts – Inspect/Adjust
- Every 500 Service Hours or 1 Year
- Battery Electrolyte Level – Check
- Cooling System Supplemental Coolant Additive(SCA) – Test/Add
- Engine Air Cleaner Element (Dual Element) – Clean/Replace
- Engine Air Cleaner Element (Single Element) –Inspect/Replace
- Engine Oil and Filter – Change
- Hoses and Clamps – Inspect/Replace
- Radiator – Clean

C . EVERY 1000 SERVICE HOURS

- Alternator and Fan Belts – Replace
- Engine Valve Lash – Inspect/Adjust
- Turbocharger – Inspect

D . EVERY 2000 SERVICE HOURS

- Alternator – Inspect

- Engine Crankcase Breather – Replace
- Engine Mounts – Inspect
- Starting Motor – Inspect

E . EVERY 3000 SERVICE HOURS

- Cooling System Water Temperature Regulator – Replace
- Fuel Injector – Test/Change
- Water Pump – Inspect/Change

F . EVERY 4000 SERVICE HOURS

- After cooler Core – Clean

G . EVERY 6000 SERVICE HOURS

- Cooling System Coolant – Change

H . EVERY 12,000 SERVICE HOURS

- Cooling System Coolant (ELC) – Change When Required
- Battery – Replace
- Battery or Battery Cable – Disconnect
- Engine – Clean
- Engine Air Cleaner Element (Dual Element) –Clean/Replace
- Engine Air Cleaner Element (Single Element) –Inspect/Replace

1.11 . THE SERVICE PROVIDERS SHOULD TAKE NOTE OF THE FOLLOWING:

a) Terms Of Reference will be renewed when deemed necessary (as an when needed)
b) Health and Safety file must be submitted before the execution of Work/Contract
c) Servicing of the Standby generator units to be guided by an approved manufacturers recommended servicing for the minor and major servicing intervals
d) Only service providers who quoted on all items listed in the BOQ will be considered.
e) A successful Bidder will be subjected to security Clearance.
f) If the bidder is in breach/not complying with all of the above, the contract will terminated.

1.12. I HEREBY TO ACCEPT THE ABOVE TERMS OF REFERENCE AS STIPULATED IN THIS DOCUMENT AND THEY FORM PART OF MY CONTRACT

Details of a Service Provider:

Company Name :_____

Company Director :_____

Signature :_____

PART 2
PRICING SCHEDULE/ BILLL OF QUANTITIES
PRICING DATA

Bid no: MTH 12/2026

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH

2.1 PRICING SCHEDULE

ITEM	DESCREPTION	Service Intervals	Unit	Qty	Rate	Rate	Rate
1	**Generator Preventive Maintenance Cost : Including Servicing, Materials, Labour, Consumables, Waste Disposal And Cleaning.**				Year 1	Year 2	Year 3
1.2	**Perkins Generator** Serial/Model Number : u198413k Engine Number : ..... Size: 60 KVA	6 Months	1	1			
		1 Year	1	1			
1.3	**Cummins Generator** Serial/Model Number : QSL9 - G3 NR3 Engine Number : 2249861 Size: 250 Kva	6 Months	1	1			
		1 Year	1	1			
1.4	**Cummins (Gkc 110)Generator** Serial/Model Number: 87949068 Engine Number : ..... Size: 110 Kva	6 Months	1	1			
		1 Year	1	1			
1.5	**Perkins Generator** Serial/Model Number: LDA2503SA007031K Engine Number :..... Size: 35 kva	6 Months	1	1			
		1 Year	1	1			
1.6	**Yang Dong Generator** Serial/Model Number : 20sms-3 Engine Number : YSD490G/21kw Size: 20 kVA	6 Months	1	1			
		1 Year	1	1			

ITEM	DESCREPTION	Service Intervals	Unit	Qty	Rate	Rate	Rate
1.7	**Lovol Generator** Serial/Model Number :..... Engine Number : HC506733E Size: 72,5 Kva	6 Months	1	1			
		1 Year	1	1			
1.8	**Perkins Generator** Serial/Model Number : 993777B221B Engine Number : ..... Size: 80 Kva	6 Months	1	1			
		1 Year	1	1			
1.9	**Volvo Penta Generator** Serial/Model Number : 531179489 TAD531GE Engine Number :..... Size: 132 kVA	6 Months	1	1			
		1 Year	1	1			
1.10	**Volvo Generator** Serial/Model Number:..... ENGINE NUMBER- S311831625 Size: 85 kVA	6 Months	1	1			
		1 Year	1	1			
1.11	**Perkins Generator** Serial/Model Number: 143120166gwt40015 Engine Number :..... Size: 65 Kva	6 Months	1	1			
		1 Year	1	1			
1.12	**Caterpillar Generator** Serial/Model Number: ENGINE NUMBER- ..... Size: 25 kVA	6 Months	1	1			
		1 Year	1	1			

ITEM	DESCREPTION	Service Intervals	Unit	Qty	Rate	Rate	Rate
1.13	**Perkins Generator** Serial/Model Number : MT22689 Engine Number : MGE063007 U1477P Size: 500 kVA	6 Months	1	1			
		1 Year	1	1			
1.14	**John Deer Generator** Serial/Model Number : CD3029D452432 Engine Number :..... Size: 35 Kva	6 Months	1	1			
		1 Year	1	1			
1.15	**Perkins Generator** Serial/Model Number : 6WTAA35.1- G31 Engine Number :..... Size: 550 kVA	6 Months	1	1			
		1 Year	1	1			
1.16	**Perkins Generator** Serial/Model Number : 2306CI - E14 Engine Number:..... Size: 350 kVA	6 Month	1	1			
		1 Years	1	1			
1.17	**Yanmar Generator** Serial/Model Number : 4TN E98 - CLA Engine Number :..... Size: 35 kVA	6 Months	1	1			
		1 Year	1	1			
1.18	**Perkins Generator** Serial/Model Number : Pe609HFG95 Engine Number..... Size: 40 kVA	6 Months	1	1			
		1 Year	1	1			

ITEM	DESCREPTION	Service Intervals	Unit	Qty	Rate	Rate	Rate
1.19	**Lovol Generator** Serial/Model Number : 10061AG14 Engine Number :..... Size: 150 Kva	6 Months	1	1			
		1 Year	1	1			
1.20	**John Deer Generator** Serial/Model Number : 653660 - 0704 Engine Number :..... Size: 30 Kva	6 Months	1	1			
		1 Year	1	1			
1.21	**John Deer Generator** Serial/Model Number : 653660 - 0704 Engine Number : CD4039B030618 Size: 81 Kva	6 Months	1	1			
		1 Year	1	1			
1.22	**Caterpillar Generator** Serial/Model Number : 85Z07785 Engine Number- 3306B Size: 200 Kva	6 Months	1	1			
		1 Year	1	1			
1.23	**Perkins Generator** Serial/Model Number:..... Engine Number:..... Size: 75 Kva	6 Months	1	1			
		1 Year	1	1			
1.24	**Deutz Generator** Serial/Model Number : F2L 912 Engine Number : 40622 B9 Size: 15 Kva	6 Months	1	1			
		1 Year	1	1			

ITEM	DESCREPTION	Service Intervals	Unit	Qty	Rate	Rate	Rate
1.25	**Deutz Generator** Serial/Model Number : 60501950 Engine Number : BF4M101E Size: 110 Kva	6 Month	1	1			
		1 Year	1	1			
1.26	**Volvo Penta Generator** Serial/Model Number : 5310600941 Engine Number : TAD731GE Size: 153 Kva	6 Months	1	1			
		1 Year	1	1			
1.27	**Perkins Generator** Serial/Model Number : D35008U899518F Engine Number : 9536018 Size: 150 Kva	6 Months	1	1			
		1 Year	1	1			
1.28	**Lister Generator** Serial/Model Number : A8064656 Engine Number : SLG184E Size: 22,5 Kva	6 Months	1	1			
		1 Year	1	1			
1.29	**Deutz** Serial/Model Number : 19511E1 /F4L912 Engine Number : Size: 150 KVA	6 Month	1	1			
		1 Year	1	1			
1.30	**Lovol Generator** Serial/Model Number :..... Engine Number : HC506921E Size: 132 Kva	6 Month	1	1			
		1 Year	1	1			
	TOTAL						

1.2	**Supply And Install Battery Charger For Different Generator Type And Different Sizes.**					
1.2.1	12V 6A - 9A Battery Charger (220V)	1	1			
1.2.2	12V 15 - 30A Battery Charger (220V)	1	1			
1.2.3	24V 6 – 9A Battery Charger (220V)	1	1			
1.2.4	24V 15 - 30A Battery Charger (220V)	1	1			
	TOTAL					
1.3	**Provision Of Standby Generator : DC Components**					
1.3.1	Battery 674 - 682	1	1			
1.3.2	Battery 689 - 688	1	1			
1.3.3	Battery 612C- 125C	1	1			
1.3.4	Lugs 6mm - 50mm	1	1			
1.3.5	Battery Clamps	1	1			
1.3.6	Battery leads	1	1			
1.3.7	Thermostat	1	1			
1.3.8	Radiator hose pipe including clamp (50mm)	1	1			
1.3.9	Diesel Fuel hose clamps 6mm – 12mm (5m)	1	1			

ITEM	DESCREPTION	Unit	Qty			
1.3.10	Fuel tank sight glass 12 mm	1	1			
1.3.11	Radiator caps all sizes	1	1			
1.3.12	Radiator Cooling fan	1	1			
1.3.13	Fuel gauge	1	1			
1.3.14	Solenoid	1	1			
1.3.15	Anti-freezer	P/L	1			
1.3.16	Oil filter	1	1			
1.3.17	Diesel fuel transfer pump	1	1			
1.3.18	Fuse	1	1			
1.3.19	Diesel Fuel filter with water separator	1	1			
1.3.20	Diesel fuel Pump	1	1			
1.3.21	Air filter	1	1			
1.3.22	Rimula R4 15W40 Diesel Oil	P/L	1			
1.3.23	Automatic voltage regulator	1	1			
1.3.24	Fuel shut off valve	1	1			

ITEM	DESCREPTION	Unit	Qty			Rate
1.3.25	Emergency disconnect switch	1	1			
1.3.26	Generator Control Screen DSE 7320MKII	1	1			
1.3.27	Generator Control Screen DSE4520	1	1			
1.3.28	Generator Control Screen Lovato RGK 800	1	1			
1.3.29	Oil Pressure Sensor with alarm	1	1			
1.3.30	Motor Bearings	1	1			
1.3.31	Diesel fuel hose pipe - 20mm	P/M	1			
1.3.32	Alternator brushes	1	1			
1.4	**Provision Of Standby Generator : AC Components**					
1.4.1	Voltmeter (0-30v DC)	1	1			
1.4.2	Voltmeter (0-30v AC)	1	1			
1.4.3	Voltmeter rotary switch	1	1			
1.4.4	Selector switch	1	1			
1.4.5	Amp meter	1	1			
1.4.6	Eleven pin relay 12v	1	1			

ITEM	DESCREPTION	Unit	Qty	Rate	Rate	Rate
1.4.7	Eleven pin rotary 24v	1	1			
1.4.8	Eleven pin rotary 220v	1	1			
1.4.9	4 Pole Automatic Change Over Switch (80 - 100A)	1	1			
1.4.10	4 Pole Automatic Change Over Switch (120 - 180A)	1	1			
1.4.11	4 Pole Automatic Change Over Switch (200 - 250A)	1	1			
1.4.12	3 phase Contactor - 40 Amps	1	1			
1.4.13	3 phase Contactor - 60 Amps	1	1			
1.4.14	3 phase Contactor - 80 Amps	1	1			
1.4.15	3 phase Contactor - 100 Amps	1	1			
1.4.16	Insulated copper earth wire (1,5 - 6mm)	P/M	1			
1.5	**Demarcation And Surface Coatings Including Surface Preparation to Specific Finish Coating System**					
1.5.1	Floor screed plant rooms: epoxy coating, Grey	m2	1			
1.5.2	Floor screed plant rooms: epoxy coating, standard	m2	1			
1.5.3	Floor screed plant rooms: epoxy coating - Red	m2	1			
1.5.4	Window frames, steel: Max 1200x900mm	m2	1			
	TOTAL					

ITEM	DESCREPTION	Unit	Qty	Rate	Rate	Rate
1.6	**Labour Rates**					
	Normal Hours					
1.6.1	Artisan - Diesel Mechanics	P/H	1			
1.6.2	Artisan - Electrical	P/H	1			
1.6.3	Artisan - Assistance	P/H	1			
	After hours, Sunday and Public Holidays					
1.6.4	Artisan Diesel Mechanics	P/H	1			
1.6.5	Artisan - Electrical	P/H	1			
1.6.6	Artisan – Assistance	P/H	1			
1.6.7	Travelling	P/KM	1			
	TOTAL					
		A	**Sub-total**			
		B	**VAT (15%)**			
		C	**Grand Total (A+B)**			

Health and Safety File , Plan for (Year 1 + Year 2 + Year 3)	
TOTAL OFFER FOR: (Year 1 + Year 2 + Year 3) That will be carried over to DPW – 07	

DRPW – 05 (EC) CONTRACT DATA

Project title:	**MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH**		
Tender / Quotation no:	**MTH 12/2026**	**Closing date:** Thursday, 26 November 2026	Time: **11:00**

	CONTRACT VARIABLES THE SCHEDULE (Contract Data [1.1.1.8]) The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in *[ ]* brackets
	The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685. Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)] Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015). Copies of these conditions of contract may be obtained through *www.saice.org.za*.

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document *PG01.1 (EC) – Scope of Works* for detailed description
MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTH	

TENDER/ QUOTATION NO: MTH 12/2026

A 2.0 Site [1.1.1.29]

Erf / stand number	
Site address	VARIOUS SITES
Township / Suburb	
City / Town	MTHATHA
Province	EASTERN CAPE
Local authority	
GPS Coordinates	

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Xolani.mpongoshe@dpw.gov.za	Telephone	047 502 7072
Postal address	Private Bag X5007 Sutherland Street Mthatha 5100		
Physical address	5th Floor Reception PRD II Building Mthatha 5100		

A 3.2 Employer's representative:

Name	Unathi Mabusela	Telephone number	047 502 7049
E-mail	Unathi.Mabusela@dpw.gov.za	Mobile number	NONE
Postal address	Private Bag X5007 Sutherland Street Mthatha 5100		
Physical address	5th Floor Reception PRD II Building Mthatha 5100		

TENDER/ QUOTATION NO: MTH 12/2026

A 4.0	Principal Agent [1.1.1.16]	Discipline	Project Manager

Name	Xolani Mpongoshe		
Legal entity of above		Contact person	Xolani Mpongoshe
Practice number		Telephone number	047 502 7072
Country	South Africa	Mobile number	066 3355749
E-mail	Xolani.mpongoshe@dpw.gov.za		
Postal address	Private Bag X5007 Sutherland Street Mthatha 5100		
Physical address	5th Floor Reception PRD II Building Mthatha 5100		

A 5.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 6.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

TENDER/ QUOTATION NO: MTH 12/2026

A 7.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 8.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 9.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

TENDER/ QUOTATION NO: MTH 12/2026

A 10.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 11.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 12.0	Agent [1.1.1.16]	Discipline	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

TENDER/ QUOTATION NO: MTH 12/2026

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System/Method of measurement	SANS 1200

B 2.0 Law, regulations and notices [1.3.2]

Law applicable to the works, state country [1.3.2]	Law of the Republic of South Africa

B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand

B 4.0 Documents [1.1.1.7]

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD]	
Drawings as per drawing register issued with the tender	

Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

TENDER/ QUOTATION NO: MTH 12/2026

B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]
Principal Agent *Zubenathi Siganga*

Principal agent's and agents' interest or involvement in the works other than a professional interest *Zubenathi Siganga*

B 6.0 Insurances [8.6]

Insurances by contractor
NB: Insurances 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 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.

	New works [8.6.1.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections with a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable

Or	Works with alterations and additions (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Sub-Contractors insurance [8.6.3] where applicable, if not included in works insurance	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable

TENDER/ QUOTATION NO: MTH 12/2026

Public liability insurance [8.6.1.3]]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Other insurances		
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Not Applicable
If applicable, description:	
Restriction of working hours [5.8]	Not Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [4.7]	Not Applicable

If applicable, description:			
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]			Not Applicable
If applicable, description:			
Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
If applicable, description:			

TENDER/ QUOTATION NO: MTH 12/2026

B 8.0 Subcontractors [4.4]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Description of different portions of the works, if applicable [5.14.7]

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in months as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	21 Days
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	n/a

TENDER/ QUOTATION NO: MTH 12/2026

Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [1.1.1.14, 5.14.1]	36 Months
Period to achieve Completion [5.14.4]	36 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	3
Total Contract Period	36 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 500.00

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Not Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	36 Months
Notification period for inspection in working days by the principal agent.	
Penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13].	R 500.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 500.00

Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 500.00

B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days.						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [1.1.1.14, 5.14.1]						

TENDER/ QUOTATION NO: MTH 12/2026

The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	36 Months
Penalty for late Practical Completion, *if completion in sections is required,* excluding VAT [5.13]	
The penalty amount per day for failing to complete section 1 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 2 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 3 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 4 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 5 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 6 of the Works is:	R 500.00
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R 500.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the section, excluding VAT	
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the section, excluding VAT	

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs

13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substatiating documentation
13.7	
13.8	
13.9	
13.10	

TENDER/ QUOTATION NO: MTH 12/2026

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements

14.1	All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.)
14.2	Mechanical equipment (e.g. pumps including switchgear, etc.)
14.3	Landscaping including automated systems (irrigation)
14.4	Electrical equipment (e.g. emergency generators, electronic switchgear,etc..)
14.5	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	

B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	*n/a*
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

Mediation	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

TENDER/ QUOTATION NO: MTH 12/2026

B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.5	Amend Clause 1.1.1.5 as follows: 'Commencement Date' means the date of possession of site by the contractor.
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
	Defects Liability Period is: 12 months. The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.15	The name of the Employer's Project Manager as appointed from time to time: Refer to A3.2
1.1.1.21.A	NEW CLAUSE INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	No Clause.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.

1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Contract participation goal documentation are as indicated in the tender data document DPW 03 (EC): TENDER DATA.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following: The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works 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 information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest 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 Contractor.
	(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs 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.

TENDER/ QUOTATION NO: MTH 12/2026

1.3.7	Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.
3.2.3	1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: (a) Appointment of Sub-contractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;

(d) Suspension of the Works – clause 5.11.2;
(e) Final Payment Certificate – clause 6.10.9;
(f) Issuing of *mora* notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;
(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.
(h) Any variation orders – clause 6.3.1

2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.

3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will *mutatis mutandis* be as stated in clause 10.1.4.

4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof:

Clause 6.10.9 – Amend to read as follows:

Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).

The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

Clause 10.1.5 – Amend to read as follows:

Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.

	5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.
3.3.2.1	Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Ɛ Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
3.3.2.2.3 3.3.2.2.4	Add to Clause 3.3.2.2.3 and 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
4.4.4	Ref Clause 3.2.3
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature o the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Ref Clause 5.6) Security (Ref Clause 6.2) Insurance (Ref Clause 8.6) *insert other requirements* insert other requirements insert other requirements
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.

5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be *enter "exclusive" or "not exlcusive"* to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: *Insert an exposition of limitation.*
5.8.1	The non-working days are: Saturdays and Sundays
	The special non-working days are: Public Holidays; The year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.1	No Clause
5.11.2	Ref Clause 3.2.3
5.11.5	No Clause
5.11.6	No Clause
5.12	Ref Clause 3.2.3
5.12.2.2	Add the following to Clause 5.12.2.2 to read: "Abnormal climatic conditions means any weather conditions i.e. rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site"
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within
	7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late due completion date will be 30% of penalty / calendar day. Penalty for late completion date will be 15% of penalty / calendar day.

TENDER/ QUOTATION NO: MTH 12/2026

5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.
5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years

6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.3.1	Add the following to the last paragraph "subject to obtaining approval from the Employer" (3.2.3)
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF): The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is *insert name of urban area.* *(Select urban area from Statistical News Release, P0141, Table A)* The applicable industry for the Construction Material Price Index for materials / plant is *insert name of industry.* *(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)* The area for the Producer Price Index for fuel is *insert name of area.* *(Select the area from Statistical News Release, P0142.1, Table 1.)* The base month is *insert month insert year. (The month prior to the closing of the tender.)*
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.

TENDER/ QUOTATION NO: MTH 12/2026

6.9.1	Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: Monthly Local content report, EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) Tax Invoice Labour intensive report Contract participation goal reports
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 %.

6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents have been submitted and are correct in all respects.
6.10.5	Replace Clause 6.10.5 with the following: In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.
6.10.6.2	Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.

TENDER/ QUOTATION NO: MTH 12/2026

7.2.1	The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.

8.3.1.10	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.
8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.4	Omit clause

TENDER/ QUOTATION NO: MTH 12/2026

8.6.6	Replace Clause 8.6.6 with the following: Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.7	Replace Clause 8.6.7 with the following: If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	Add the following as Clause 8.6.8. HIGH RISK INSURANCE In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: (1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.

	When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs. (2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period. (3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so. (4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as

TENDER/ QUOTATION NO: MTH 12/2026

	set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	Replace the first paragraph of Clause 9.1.4 with the following: "In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; ..... necessary changes"
9.1.5	Replace the first paragraph of Clause 9.1.5 with the following: If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "
9.1.5.5	No Clause
9.1.6	No Clause
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	Add the following as Clause 9.2.1.3.9: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	Add the following as Clause 9.2.4: In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.
9.3.2.2	Replace Clause 9.3.2.2 with the following:

	All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	No Clause
9.3.3	Add the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.

TENDER/ QUOTATION NO: MTH 12/2026

10.1.3.1	Replace Clause 10.1.3.1 with the following: All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	Add the following as Clause 10.1.6: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.2.1	Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.
10.2.2	Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.
10.3.3	Replace Clause 10.3.3with the following:: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.
10.4.2	Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.
10.4.4	Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party

	in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.

TENDER/ QUOTATION NO: MTH 12/2026

10.5	Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event: 10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties. 10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
10.6	No Clause
10.7	No Clause
10.10.3	Replace Clause 10.10.3 with the following: The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.

B 16.0 CONTRACT **PARTICIPATION** GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

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

(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	*Select*

TENDER/ QUOTATION NO: MTH 12/2026

(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	*Select*
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	*Select*
(g)	Labour Intensive Works – Condition of Contract.	*Select*
(h)		*Select*
(i)		*Select*

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E	n/a

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	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)
Option E	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) (DPW-10.1 EC)]

TENDER/ QUOTATION NO: MTH 12/2026

NB: Insurances 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 53 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.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B	N/A

Where the contractor does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio

Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B	

Where the contractor does not select an option, Option A shall apply.

Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment, establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works.

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied. Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations. Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

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

EVALUATION SCHEDULE — PROJECT REFERENCE FORM

Project Description:	**MAINTENANCE, SERVICE AND REPAIRS OF STANDBY GENERATORS: AREA 2 FOR A PERIOD OF 36 MONTHS**
Project Number:	MTH12/2026

NOTE: This returnable document must be completed by the person who was the Principal Agent on a construction/maintenance project of similar value and complexity that was completed that was completed successfully by the Bidder.

I, _____(Name and surname) of

_____(Company name) declare

that I was the Principal Agent on the following building construction project successfully executed by

_____(*Name* of tenderer)

Project name: _____

Project location: _____

Construction period: _____

Contract value:_____

Start date: _____ Completion date _____

- Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent , by providing scores, inputs, remarks in the relevant box below:

KEY PERFORMANCE INDICATORS	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	TOTAL
1. Project performance						
2. Quality of Service						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management cash flow, etc.						
TOTAL						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

_____

_____

_____

_____

- **My contact details are:**

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20____

_____

Signature of principal agent /Engineer/Project Manager

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____

Name of Tenderer

_____ _____

Signature of the Tenderer Date