



# public works & infrastructure

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

## BID DOCUMENT

**PROJECT DESCRIPTION: EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE**

**BID NO: PET04/2024**

**Closing Date: Tuesday, 27 August 2024**  
**Closing Time: 11H00**

**Bid Briefing Meeting Date: Thursday, 15 August 2024**

**Bid Briefing Meeting time: 12H00**

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

**Name of the Tenderer:** .....

### Bid Box Address

Department of Public Works & Infrastructure  
Eben Donges Building  
Corner Robert & Hancock Street  
Gqeberha  
6001

### SCM SPECIFIC ENQUIRIES:

Enquires: Bongiwe Ndaba  
Tel No: 041 408 2015 during office hours  
Cell No: N/A  
Email Address: [Bongiwe.Ndaba@dpw.gov.za](mailto:Bongiwe.Ndaba@dpw.gov.za)

### TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: Thando Mjamba  
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## SUMMARY OF BID INFORMATION

<b>Bid Number</b>	PET04/2024	
<b>Bid/ Project Description</b>	<b>EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE</b>	
<b>Bid Closing date &amp; Time</b>	Tuesday, 27 August 2024	<b>11H00</b>
<b>Bid Briefing Date &amp; Time (If applicable)</b>	Thursday, 15 August 2024	<b>12H00</b>
<b>Venue</b>	Bisho All Saints Police Academy	
<b>SCM SPECIFIC ENQUIRIES:</b>	Bongiwe Ndaba	<a href="mailto:Bongiwe.Ndaba@dpw.gov.za">Bongiwe.Ndaba@dpw.gov.za</a>
	041 408 2015	N/A
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	Thando Mjamba	Thando.mjamba@dpw.gov.za
	<b>041 408 2102</b>	<b>079 519 6992</b>
<b>Bid Document Price</b>	R 200.00	
<b>Procurement Plan Reference Number</b>	1374	
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:

<b>Project title:</b>	<b>EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE</b>		
<b>Bid no:</b>	<b>PET04/2024</b>	<b>Procurement Plan Reference no:</b>	<b>1374</b>
<b>Advertising date:</b>	<b>Friday, 02 August 2024</b>	<b>Closing date:</b>	<b>Tuesday, 27 August 2024</b>
<b>Closing time:</b>	<b>11H00</b>	<b>Validity period:</b>	<b>84 calendar days</b>

### 1. REQUIRED CIDB GRADING

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

### 2. FUNCTIONALITY CRITERIA APPLICABLE

<b>EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM &amp; SLIDING GATES MAINTENANCE REPAIRS AND SERVICE</b>			
<b>Criteria No</b>	<b>Criteria</b>	<b>Evaluation Indicators</b>	<b>Applicable Value</b>
1	<b>RELEVANT MAINTENANCE OF MECHANICAL AND ELECTRICAL WORK ON HANGER DOORS, BOOMS &amp; SLIDING GATES EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY</b>		<b>30</b>
	<u>Conditions</u> 1.1 Provide a reference letter(s) of a mechanical and electrical work on hanger doors, booms & sliding gates project of a similar nature, scope and or complexity in maintenance or a repair or a new installation. The following will be considered: i) The project must be in the last five years; and ii) Has a value of at least R450 000.00; iii) It must be a completed project in mechanical and electrical work on hanger doors, booms & sliding gates projects  1.2 A reference letter in respect of a current project (i.e. a project started, but yet completed) must comply with following: i) It must have reached a minimum completion status of 50% of the contract duration, at the closing date of the bid. ii) The project must be in the last 10 years iii) The R-value of the completed works of the current project must have a certified value of at least R450 000.00 and	<b>One (1)</b> x reference letter/ testimonial which proves <b>experience</b> in a completed or current maintenance, service and repairs project with a contract value of R450 000.00 or higher.  <b>Two (2)</b> x reference letters/ testimonials which proves <b>experience</b> in a completed or current maintenance, service and repairs project with a contract value of R450 000.00 or higher.  <b>Three (3)</b> x reference letters/ testimonials which proves <b>experience</b> in a completed or current maintenance, service and repairs project with a contract value of R450 000.00 or higher.  <b>Four (4)</b> x reference letters/ testimonials which proves <b>experience</b> in a completed or current maintenance, service and repairs project with a contract value of R450 000.00 or higher.  <b>Five (5)</b> x reference letters/ testimonials which proves <b>experience</b> in a completed or current maintenance, service and repairs project with a contract value of R450 000.00 or higher.	<b>1 (6) Minimum Points for this Criteria</b>  <b>2 (12)</b>  <b>3 (18)</b>  <b>4 (24)</b>  <b>5 (30)</b>

**EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM & SLIDING GATES MAINTENANCE REPAIRS AND SERVICE**

Criteria No	Criteria	Evaluation Indicators	Applicable Value
	<p>iv) The R-value of the work certified as completed will be deemed for evaluation purposes as the "contract value".</p> <p>v) The following current contract reference letters will not be considered:</p> <p>a. If the R- value of the completed works certified is less than R450 000.00;</p> <p>b. Or if the R-value of the completed work is not indicated; or</p> <p>c. if the project completion stage is less than 50%; or</p> <p>d. If the stage of completion is not indicated.</p>		

**Please note:** Experience of the bidder will be based on the reference letters submitted. If a project is listed in the table below, but the reference letter is not submitted, the project 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. For a reference letter to be considered for criteria no 1, the performance rating of the bidder will not be a determining factor for criteria no. 1. The reference letter will be used to validate the experience of the bidder only. If the performance rating of the bidder is not indicated or it is less than satisfactory, the reference letter will still be considered for criteria no. 1

	Name of project	Client and location	Short Description of project	Value of Project (Final account)
1.				
2.				
3.				
4.				
5.				

Criteria No	Criteria	Evaluation Indicators	Applicable Value
2.	<b>REFERENCES FROM PROJECT MANAGERS/ CLIENTS/ CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.</b>		<b>20</b>
	2.1. Please provide signed reference letters from Consultant / Clients confirming your company's performance.	<b>One (1)</b> x reference letter/ testimonial which indicates atleast a <b>satisfactory performance</b> in a completed or current mechanical and electrical work on hanger doors, booms & sliding gates project with a contract value of R450 000.00 or higher.	<b>1 (4) Minimum Points for this Criteria</b>
		<b>Two (2)</b> x reference letters/ testimonials which indicates atleast a <b>satisfactory performance</b> in a completed or current mechanical and electrical work on hanger doors, booms & sliding gates project with a contract value of R450 000.00 or higher.	<b>2 (8)</b>
		<b>Three (3)</b> x reference letters/ testimonials which indicates atleast a <b>satisfactory</b>	<b>3 (12)</b>

**EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM & SLIDING GATES MAINTENANCE REPAIRS AND SERVICE**

Criteria No	Criteria	Evaluation Indicators	Applicable Value
		<b>performance</b> in a completed or current mechanical and electrical work on hanger doors, booms & sliding gates project with a contract value of R450 000.00 or higher.	
		<b>Four (4)</b> x reference letters/ testimonials which indicates atleast a <b>satisfactory performance</b> in a completed or current mechanical and electrical work on hanger doors, booms & sliding gates project with a contract value of R450 000.00 or higher.	4 (16)
		<b>Five (5)</b> x reference letters/ testimonials which indicates atleast a <b>satisfactory performance</b> in a completed or current mechanical and electrical work on hanger doors, booms & sliding gates project with a contract value of R450 000.00 or higher.	5 (20)

Bidders must submit reference letters and it must meet at least the minimum requirements as specified in the Special conditions of Bid. If a project is listed in the table below, but the reference letter is not submitted, the project in the table will not be considered. If a project is not listed in the table below, 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 Criteria No 2, the performance of the bidder must be **indicated** in the reference letter as at least satisfactory

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

Criteria No	Criteria	Evaluation Indicators		Applicable Value
3.	FINANCIAL CAPACITY			20
	Bidders must submit with the bid a valid Bank rating letter or certificate from their Banking Institution stating at least a bank code/ rating of A or B or C or D. The Bank rating letter or certificate must not be older than 3 months. Bank rating will be verified to the bank by the department.	Credit rating/code of D		1 (5) Minimum Points for this Criteria
		Credit rating/code of C		2 (10)
		Credit rating/code of B		3 (15)
		Credit Rating/code of A		4 (20)
No	Name of Bank	Contact Person	Contact Number	Date of letter
1				
2				

Criteria No	Criteria	Evaluation Indicators			Applicable Value
4.	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL				30
	<b>QUALIFICATIONS AND KEY STAFF IN RELATION TO THE SCOPE OF WORK</b>  <b>CONDITIONS</b> 4.1. Mandortity key staff  a) At least one (1) x A trade test certificate for Electrician and wiremans license  4.2. Submission of qualifications are required as follows:  a) A wireman's license from an accredited institution for the Electrician and  b) A Trade test certificate from an accredited institution for the Mechanical Fitter & Turner(s) or  c) A Trade test certificate from an accredited institution for the Fitter(s) or  d) A Trade test certificate from an accredited institution for the Millwright(s)  4.3 Certified copies of qualifications must be submitted.  4.4 Failure to submit certified copies of qualifications, will result in the qualification(s) not considered valid.	<b>Key Staff x 2 made up as follows:</b> 1 x Fitter & Turner or Fitter (who passed their trade test) or 1 x Millwright (who passed trade test) and 1 x Electrician (who passed trade test) and wireman's license			1 (6) Minimum Points for this Criteria
		<b>Key Staff x 3 made up as follows:</b> 2 x Fitter & Turner or Fitter (who passed their trade test) or 2 x Millwright (who passed trade test) and 1 x Electrician (who passed trade test) and wireman's license  <b>Please note:</b> The key staff off the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (2)			2 (12)
		<b>Key Staff x 4 made up as follows:</b> 3 x Fitter & Turner or Fitter (who passed their trade test) or 3 x Millwright (who passed trade test) and 1 x Electrician (who passed trade test) and wireman's license  <b>Please note:</b> The key staff off the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (3)			3 (18)
		<b>Key Staff x 5 made up as follows:</b> 4 x Fitter & Turner or Fitter (who passed their trade test) or 4 x Millwright (who passed trade test) and 1 x Electrician (who passed trade test) and wireman's license  <b>Please note:</b> The key staff off the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (4)			4 (24)
		<b>Key Staff x 6 made up as follows:</b> 5 x Fitter & Turner or Fitter (who passed their trade test) or 5 x Millwright (who passed trade test) and 1 x Electrician (who passed trade test) and wireman's license  <b>Please note:</b> The key staff off the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (5)			5 (30)
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualificatio ns attached	
				YE S	NO
1					
2					
3					
4					
5					

**Copies of certificates/cards/ letters of confirmation of qualifications must be attached to the curriculum vitae as proof of qualifications. Failure to provide such proof will nullify the evidence.**

### MINIMUM SCORES FOR FUNCTIONALITY

- a) 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
- b) In addition to the above, bidders' must score the minimum points for each Functionality Criteria, (i.e. Criteria No 1, Criteria No 2, Criteria No 3 and Criteria No 4.) 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.

### 3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**3.2. The 80/20 Preference points scoring system will be applicable for this bid**

### 4. RESPONSIVENESS CRITERIA

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

1.	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	<input checked="" type="checkbox"/>	There will be a compulsory site briefing meeting and all potential bidders must attend.
9.	<input checked="" type="checkbox"/>	Any addendums or erratums 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 erratums.
10.	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
11.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date.



12.	<input checked="" type="checkbox"/>	<p>Offer's from the following bidders' will be eligible to have their submissions evaluated:</p> <p>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</p> <p>b) Bidders who submitted proof with their bids that they already applied to CIDB, on or before the closing date:</p> <p>i. For the correction of their overall CIDB non-compliance status or</p> <p>ii. For an upgrade of their specified contractor CIDB grading or</p> <p>iii. For a registration in a specified contractor designation.</p>
13.	<input checked="" type="checkbox"/>	<p><b>Bidders must submit with the bid:</b></p> <p>a) Atleast one (1) x reference letter/ testimonial which proves <b>experience</b> in a completed or current maintenance, service and repairs project with a contract value of R450 000.00 or higher. The project must be in the last five years; and</p> <p>b) Atleast one (1) x reference letter/ testimonial which indicates atleast a <b>satisfactory performance</b> in a completed or current mechanical and electrical work on hanger doors, booms &amp; sliding gates project with a contract value of R450 000.00 or higher. The project must be in the last five years.</p> <p><b>Please note:</b> Bidder's may also submit a single reference letter(s)/ testimonial(s) that covers both the requirements (experience and satisfactory performance) as required in the conditions a) and b) above.</p>
14.	<input checked="" type="checkbox"/>	<p><b>The minimum key staff required for this bid is:</b></p> <p>a) One (1) x Fitter &amp; Turner or Fitter (who passed their trade test) or One (1) x Millwright. Proof of the trade test certificate for the Fitter &amp; Turner or Fitter or the Millwright must be submitted with the bid and</p> <p>b) One (1) x Electrician. Proof of trade test certificate of the Electrician and wireman's license must be submitted with the bid.</p>
15.	<input checked="" type="checkbox"/>	Bidders must submit a valid Bank rating letter or certificate from their Banking Institution stating at least a bank code/ rating of A or B or C or D. The Bank rating letter or certificate must not be older than 3 months.
16.	<input type="checkbox"/>	
17.	<input type="checkbox"/>	
18.	<input type="checkbox"/>	

## ADMINISTRATIVE CRITERIA

### 4.2. 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.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of 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.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.

7.	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date
10.	<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input checked="" type="checkbox"/>	<b>CIDB non-compliance at the time of tender</b> 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. <b>Note:</b> 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.	<input checked="" type="checkbox"/>	PA 10: FM GENERAL CONDITIONS OF CONTRACT
14.	<input checked="" type="checkbox"/>	<b>CIDB non-compliance after tender closing date</b> 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.	<input type="checkbox"/>	
16.	<input type="checkbox"/>	
17.	<input type="checkbox"/>	

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

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

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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any Account or statement which is in the name of the Bidder.</li> <li>Or</li> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> <li>and</li> <li>Medical Certificate indicating that the disability is permanent</li> <li>or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

## 6. OBJECTIVE CRITERIA

- 6.1. Three (3) bids listed below, are spread over a wide geographical area.
- Port Elizabeth and surroundings: 36 months term contract for roller doors, hanger doors and boom gates maintenance repairs and service.
  - East London and surroundings: 36 months term contract for roller doors, hanger doors and boom gates maintenance repairs and service.
  - Queenstown and surroundings: 36 months term contract for roller doors, hanger doors and boom gates maintenance repairs and service.
- 6.2. Due to the wide geographical spread of the required service, the Department intends to award only one bid to the same service provider, unless circumstances (as listed in the objective below), justifies otherwise.
- 6.3. The Department may pass over the highest point scoring bidder based on the objective criteria (conditions) as listed below:
- In the event that a bidder scores the highest PPPFA Points in more than one of these bids, the Department will afford the highest point scoring bidder the opportunity to select its preferred bid.
  - After the highest point scoring bidder selected its preferred bid, the Department reserves the right to negotiate with the other remaining bidders (from the 2nd highest point scorer downwards).
- 6.4. During the Negotiation process, the following conditions will apply:
- The Department will not give any bidder a counter offer, which is higher than the initial submitted offer of the bidder.
  - If the tendered price of the second highest scoring bidder in R-value is less or equal to the highest scoring bidder's price, the second highest scoring bidder will be awarded, at its tendered price.
  - If the tendered price of the second highest scoring bidder in R-value is more than the highest scoring bidder's price, the second highest scoring bidder will be given a counter offer. The counter offer which will be given to the 2<sup>nd</sup> highest scoring bidder, will be the offer of the highest scoring bidder, provided that the highest scoring bidder's price is reasonable and market related **or**
  - If the second highest scoring bidder's offer is not market related (i.e. too high), it will be given a market related counter offer.
  - If the 2<sup>nd</sup> highest scoring bidder declines the counter offer (if any), the Department reserves the right to negotiate with the 3<sup>rd</sup> highest bidder up to the last bidder and the same methodology will be followed.
  - 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 bids, will start again from the highest scoring bidder in price and specific goals downwards.
  - 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/ geographical area

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

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

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

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

## 7.2. Technical risks:

### **Criterion 1: Experience on comparable projects during the past 5 years to 10 years.**

The tendering Service Provider's experience on comparable projects during the past 5 to 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC) or any alternative accepted format. Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. A bidder will not be afforded to provide alternative references, if the bidder's initial reference is contactable, or don't respond to the Department. If a reference letter is not listed in on form DPW-09 (EC) or any alternative accepted format, but the reference letter is submitted with the bid and it is valid, it will be considered

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

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

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

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

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



11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

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

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

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

When a bid briefing/ clarification meeting is compulsory, the bidder (an authorised representative of the bidder) must attend a compulsory bid briefing meeting, if applicable.

**7.3. 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.

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

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

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

(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>

## 9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
- A non-refundable bid deposit of **R 200.00** is payable (cash only) on collection of the bid documents.

## 10. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING

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

<b>Venue:</b>	Bisho All Saints Police Academy		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	Thursday, 15 August 2024	<b>Starting time:</b>	12H00

## 11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Thando Mjamba	<b>Telephone no:</b>	041 408 2102
<b>Cellular phone no</b>	079 519 6992	<b>Fax no:</b>	<b>NONE</b>
<b>E-mail</b>	<a href="mailto:Thando.mjamba@dpw.gov.za">Thando.mjamba@dpw.gov.za</a>		

11.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Bongiwe Ndaba	<b>Telephone no:</b>	041 408 2015
<b>Cellular phone no</b>	N/A	<b>Fax no:</b>	<b>None</b>
<b>E-mail</b>	<a href="mailto:Bongiwe.Ndaba@dpw.gov.za">Bongiwe.Ndaba@dpw.gov.za</a>		

## 12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

**Closing Date: Tuesday, 27 August 2024**

**Closing Time: 11H00**

<b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001 Documents must be deposited in The Bid Box before the closing date of the bid	<b>OR</b>	<b>Deposited in the tender box at:</b> The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street
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## 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: PET04/2024**

**Bid/ Project Description: EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE**

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:**

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

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)

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

Trading under the name and style of: .....
--

**AND WHO IS:**

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms: .....</p> <p>In his/her capacity as: .....</p>	<p><b>Note:</b></p> <p><b>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.</b></p>
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**Bid No: PET04/2024**

**Bid/ Project Description: EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE**

**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: PET04/2024**

**Bid/ Project Description: EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE**

**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

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

**WITNESSED BY:**

Name of witness	Signature	Date

## SCHEDULE OF DEVIATIONS

**Bid no: PET04/2024**

**Bid/ Project Description: EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE**

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

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

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

## 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<sup>3</sup> 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

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

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<sup>4</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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			
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15			
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**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			
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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	<hr/> <hr/>
2	<hr/> <hr/>
3	<hr/> <hr/>
4	<hr/> <hr/>
5	<hr/> <hr/>
6	<hr/> <hr/>
7	<hr/> <hr/>
8	<hr/> <hr/>

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 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 Enterprises in consortium/joint venture mentioned above.

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

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

	Name	Capacity	Signature
1			

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

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

**Note:**

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

## DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE		
Tender / Quotation no:	PET04/2024	Reference no:	1374

**Date Bid Briefing Meeting:** Thursday, 15 August 2024

**Time of Bid Briefing Meeting:** 12H00

**Venue:** Bisho All Saints Police Academy

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

<b>Project title:</b>	<b>EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE</b>		
<b>Tender / Quotation no:</b>	<b>PET04/2024</b>	<b>Reference no:</b>	1374

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)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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

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.

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

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

Tender Number: PET04/2024

Name of Tenderer .....

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

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

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

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

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise



## 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**

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

## DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE		
Tender / Quotation no:	PET04/2024	Closing date: Tuesday, 27 August 2024	Time: 11H00

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

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

#### 1.1. Current projects

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

## 1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (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



## TESTIMONIAL TEMPLATE

This format is provided as a guideline for the compilation of the testimonial/ reference letters only. Bidders may use their own formats.

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder

1. Testimonial for (name of bidder) \_\_\_\_\_

2. Name of Client/ Employer: \_\_\_\_\_

3. Project description \_\_\_\_\_

4. Contract start date \_\_\_\_\_

5. Contract end date or Practical Completion date: \_\_\_\_\_

6. Contract duration \_\_\_\_\_

7. Contract Sum \_\_\_\_\_

8. Percentage completion of the contract: \_\_\_\_\_%

(The percentage completion **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

9. Percentage of R- value of the Contract Sum spent to date: \_\_\_\_\_%

(The percentage R-value of the contract sum spent to date **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)

10. Client contact number \_\_\_\_\_

11. Client physical address \_\_\_\_\_

12. Client e-mail address \_\_\_\_\_

13. Performance rating of the bidder in respect of 1) quality, 2) time and 3) adherence to Contractual obligations (complete table below)

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

14. Client signature \_\_\_\_\_

15. Date of testimonial \_\_\_\_\_

Client Stamp here

## 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	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any Account or statement which is in the name of the Bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> </ul>

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> <li>and</li> <li>Medical Certificate indicating that the disability is permanent or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

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

- “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;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “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
- “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**

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	10	
21 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.

<p>.....<b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--

## 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,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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.

Select applicable

2) I am a Member ☐ / Director ☐ / Owner ☐ **(Select one)** of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Enterprise Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business:</b>	<b>BEP</b> (Built Environment Professional)	<b>Contractor</b>	<b>Supplier</b>
<b>Definition of "Black People"</b>	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		
<b>Definition of "Black Designated Groups"</b>	"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;		

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.

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

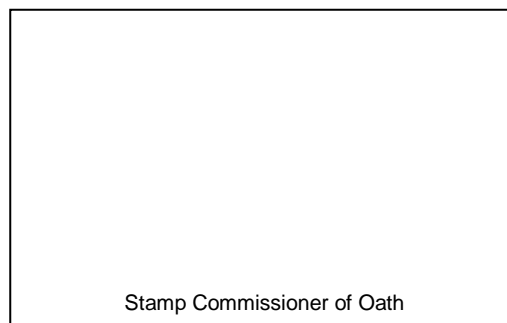
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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



## 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 BBEE – 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 BBEE-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 FORM OF OFFER AND ACCEPTANCE**

- 18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 18.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
- 18.3.1 The tenderer's offer will not be disqualified.
- 18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
- 18.4.1 The tenderer's offer will not be disqualified.
- 18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
- 18.5.1 It must be signed by an authorised person of the Bidder;
- 18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
- 18.5.3 The date on the form of offer must be completed;
- 18.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 18.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will not be considered further.

## **19 CORRECTION OF ERRORS**

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

- 19.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 19.3 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:
- 19.3.1 Seek the necessary clarification from the tenderer and;
- 19.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
- 19.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

## **20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT**

- 20.1 N/A

## **21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS**

- 21.1 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.

## **22 TESTIMONIALS**

- 22.1 The word “testimonial” and “reference letter” means the same
- 22.2 Testimonials must be submitted with the bid and must comply with the following minimum requirements to be considered valid:
- 22.2.1 The testimonials must be signed.
- 22.2.2 The project must be within the period specified in the bid.
- 22.2.3 The testimonial's contract period and R- value must be for a single contract and not the sum of various contracts.
- 22.2.4 The project must have a minimum contract period as specified in the bid.
- 22.3 The testimonial must clearly indicate the contract start date and contract end date/ practical completion date.
- 22.3.1 The testimonial must indicate the client's name, contact particulars and Email address.
- 22.3.2 The testimonial must be dated.
- 22.3.3 The testimonial must be stamped by the client. If the testimonial is not stamped, the Department may still consider the testimonial after the authenticity has been verified by the Department.
- 22.4 In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.
- 22.5 The bidders performance should be indicated in the testimonial either as (or indicated as a combination of):
- 22.5.1 An unacceptable performance or
- 22.5.2 Not unacceptable, but needs Improvement or
- 22.5.3 A Satisfactory performance or
- 22.5.4 Above Satisfactory
- 22.5.5 Excellent performance
- 22.6 If the bidder's performance is not indicated in the testimonial, the Department will deemed that the bidder's performance was unsatisfactory and will not verify the contrary.
- 22.7 It is the bidder's responsibility to ensure that their references are contactable.
- 22.8 The Departmental will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not contactable on the Department's first attempt.
- 22.9 If the Department receives no response on the bidder's testimonials, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also a “no comment” reply will be deemed as an unsatisfactory performance.
- 22.10 Bidders will not be afforded to submit new testimonials, if there initial references/ testimonials are not responding.

22.11 An appointment letter/ award letter and or signed contract are not accepted as a testimonial.

22.12 Bidders may use the testimonial template provided in the bid document (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in this special conditions.

## **23 POINTS FOR SPECIFIC GOALS**

- 23.1 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.
- 23.2 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.
- 23.3 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.

## **24 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.

## 25 DISCLAIMER

25.1 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:

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

25.1.2 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 26 June 2024)

# **FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)**

## **SEPT. 2005 VERSION 1**

**PA-10 (FM): CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

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



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

## **2. INTERPRETATION**

- 2.1.** *In this Contract, except where the context otherwise requires:*
- 2.1.1** *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2** *The singular includes the plural; and vice versa*





- 2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*
- 2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4. *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*
- 2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*
3. **DURATION**
- 3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*
- 3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*
- 3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*
4. **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**
- 4.1. *The Employer shall give access to or supply the Service Provider with:*
- 4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*
- 4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*
5. **RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**
- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*





- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*
- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*
6. **SERVICE MANAGER**
- 6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*
- 6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*
- 6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*
- 6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*
7. **SECURITY**
- 7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*
- 7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*
8. **SECURITY CLEARANCE**
- 8.1. *In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.*

- 8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

## 9. CONFIDENTIALITY

- 9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:*

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

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

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

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

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

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

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

## 10. AMBIGUITY IN DOCUMENTS

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

## 11. INSURANCES

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

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

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

**13. PROGRAMME**

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

**14. SUBCONTRACTING**

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



**15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

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

**16. COMPLIANCE WITH LEGISLATION**

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

**17. REPORTING OF INCIDENTS**

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

**18. NUISANCE**

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

**19. MATERIALS, WORKMANSHIP AND EQUIPMENT**

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

**20. URGENT WORK**

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

**21. INDEMNIFICATIONS**

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*





- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*
- 22. VARIATIONS**
- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*
- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*
- 23. IDENTIFIED PROJECTS**
- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*



- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.
- 23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.
- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

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

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



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

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

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

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

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

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

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

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





*the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

## **24. SUSPENSION OF THE SERVICES**

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

## **25. PENALTY FOR NON-PERFORMANCE**

- 25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*
- 25.1.1 *delays in performing any of the Services;*
- 25.1.2 *fails to perform any of the Services;*
- 25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*
- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

## **26. PAYMENTS**

- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
- 26.2.2 *adjustments in terms of the pricing data;*
- 26.2.3 *additional work rendered by the Service Provider;*
- 26.2.4 *CPAP adjustment where stated in the Contract Data; and*



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

- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*
- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- 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 Parties in the Contract Data.*

37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*

37.3 *Any notice in terms of the conditions of the Agreement must either be:*

37.3.1 *delivered by hand during normal business hours of the recipient; or*

37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*

37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*

37.4.1 *if hand-delivered on the date of delivery;*

37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*

37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*

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

## TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PET04/2024

Bid/ Project Description: EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## TERMS OF REFERENCE / SPECIFICATIONS: TERM SERVICE CONTRACT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
EBEN DONGES BUILDING  
CORNER HANCOCK AND ROBERTS STREETS  
NORTH END  
GQEBERHA  
6056



## **TECHNICAL SPECIFICATIONS: MAINTENANCE OF HANGER DOORS AND SLIDING GATES**

### **2.3.1 GENERAL STANDARD SPECIFICATIONS, REGULATIONS, AND CODES**

The latest edition, including all amendments up to date of tender of the following specifications, publications, and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof

#### SABS and other specifications and codes

SABS 0400	-	The applications of the building regulations
SABS 0142	-	Code of practice for the wiring of premises
SABS 0140	-	Identification colour marking
CKS 332	-	Specifications for industrial V-belts
SABS 044 Parts I to IV	-	Welding
SABS 0103	-	The measurement and rating of environmental noise with respect to
		annoyance and speech communications
SABS 0139, 1981	-	The prevention, automatic detection and extinguishing of fire in buildings
SABS 0147, 1992	-	Refrigerating systems including plants associated with air-conditioning
		systems
SABS 1530 Part 1, 1991	-	Panels with two impervious facing sheets

SABS Specifications listed on page 3 of the DPW specification OWG 371

### **2.3.2 DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS**

2.1 OWG 371 - Specification of materials and methods to be used: Standard Specification for electrical installations and equipment of mechanical installations

### **2.3.3 OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993**

All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) shall be adhered to.

### **2.3.4 MANUFACTURERS' SPECIFICATIONS, CODES OF PRACTICE, AND INSTALLATION INSTRUCTIONS**

All equipment and materials shall be installed, serviced, and repaired strictly following the manufacturers' specifications, instructions, and codes of practice.

### **2.3.5 MUNICIPAL REGULATIONS, LAWS, AND BY-LAWS**

All municipal regulations, laws, by-laws, and special requirements of the Local Authority shall be adhered to unless otherwise specified.

### **2.3.6 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS**

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

### **2.3.7 GENERAL REPAIR AND INSTALLATION REQUIREMENTS**

- All materials and equipment supplied and installed shall be of new high quality, design, and manufactured to the relevant specifications, suitable for providing efficient, reliable, and trouble-free service.
- All work shall be executed in a first-class workman-like manner by qualified tradesmen.
- (All equipment, components, parts, fittings, and materials supplied and/or installed, shall conform in respect of quality, manufacture, test, and performance to the requirements of the applicable current SABS specifications and codes, except where otherwise specified or approved by the Engineer in writing.
- All materials and workmanship which, in the opinion of the Engineer, is inferior to that specified for the work will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Engineer.
- The Contractor shall submit a detailed list of the equipment and material to be used to the Engineer for approval before placing orders or commencing installation.
- All new equipment, materials, and systems shall be installed and positioned such as not to impede access routes, entrances, and other services. The Contractor shall coordinate these items taking other services and equipment into account.
- All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and construction periods to ensure the safety of the public and the User Client.
- Repair work shall be programmed following the Additional Specification SC: General Decommissioning, Testing, and Commissioning Procedures, to ensure the shortest possible downtime of any service, and the least inconvenience to the User Client and the public. The Contractor shall make sure that the necessary notifications and notices are timeously put into place for these activities.

### **2.3.8 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK**

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

In the event of the equipment not passing the test, the Employer shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer or the Engineer attending the repeated test.

Whenever any equipment is operated for testing or adjusting as provided for above, the Contractor shall operate the entire system for as long a period as may be required to prove satisfactory performance at all times until the system is handed over.

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

After completing the installation of system, all equipment shall be tested, adjusted, and readjusted until it operates to the satisfaction and approval of the Engineer.

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

The Contractor shall only utilize Departmental approved inspection authorities for all inspections and tests to be conducted. This will be done and approved in writing between the relevant parties.

### **2.3.9 SERVICING OF HANGAR DOORS**

Servicing of Hangar doors in the East London and surrounding areas: The contractor shall undertake the required servicing and repairs to all the Hangar doors and sliding gates as detailed below, and following all the relevant specifications.

The maintenance work shall be executed following all the relevant codes of practices, statutory regulations, standards, regulations, municipal laws, and by-laws, and the manufacturer's specifications and codes of practice.

The maintenance work and items are to be categorized by the Contractor for each maintenance activity under the following heading:

#### **2.3.9.1 GENERAL: HANGAR DOORS**

- Check the structure for corrosion: remove corrosion, clean, treat and paint if necessary.
- Repair any loose or damaged structural member with appropriate procedure, followed by corrosion treatment.
- Replace structural member is damaged or corroded beyond repair.
- Check hangar door sheets for corrosion: remove corrosion, clean, treat and paint if necessary.
- Replace hangar door sheet damaged or corroded beyond repair.
- Check all ball bearings
- Check hangar track and associated support
- Repair damage to track and concrete support if required.
- Check hangar top rail and associated support
- Repair damage to top rail and support if required.
- Check all painted surfaces and repair if required.
- Check all mountings and anti-vibration mountings.
- Grease all bearings.

#### **2.3.9.2 MECHANICAL COMPONENTS**

- The opening mechanism, manual or motorized forms part of both the hangar doors.
- Perform a visual inspection of mechanisms for wear and tear
- Carry out testing of the opening mechanism to confirm the operation, and ascertain the cause of non-operation.
- Check alignment and lubrication of all bearings
- Check alignment, wear and tear, and lubrication of all castor wheels.
- In the case of a motorized system check condition of the following:
  - Drive motor
  - Motor controls
  - Drive gear or mechanism
  - Measure drive motor current in event of operation and provide a comparison to manufacturers specification.
  - The sealing of the motor and control unit shall be checked if exposed to the elements

in the location of installation.

- Any damaged panel, foot piece, shroud, etc., shall be repaired.

### **2.3.9.3 CONTROL SYSTEMS**

- Check and reset all switches.
- Check and reset all errors on the controls.
- Check wiring and condition of all safety equipment (i.e., beams, control loop, etc.)
- Adjust the timing of controls to ensure safe operation.
- Where hangar doors are motorized with remote control, the contractor shall ensure that 2 off operational remotes are present at the facility. Repairs or replacements of any remotes must be noted and will only be issued with prior approval from the engineer. The issue of any remotes shall include a sign-over sheet to document hand-over thereof. The original hard copy, as well as digital scan, shall be handed to the engineer. Remotes handed over without documentation will not be paid in this contract.

### **2.3.9.4 ELECTRICAL SYSTEMS**

- Check all connections on terminal strips, circuit breakers, contactors, relays.
- Check running currents of all electrical switches and motors.
- Check settings of over voltage and under voltage protection system.
- Check the condition of all cables.
- Check and test all backup batteries.
- Test results of batteries in need of replacement needs to be issued to the engineer before approval for the replacement thereof.

### **2.3.10 SERVICING OF SLIDING GATES**

Servicing of Sliding gates in the East London and surrounding areas. The contractor shall undertake the required servicing and repairs to all the sliding gates as detailed below, and following all the relevant specifications.

The maintenance work shall be executed following all the relevant codes of practices, statutory regulations, standards, regulations, municipal laws, and by-laws, and the manufacturer's specifications and codes of practice

The maintenance work and items are to be categorized by the Contractor for each maintenance activity under the following heading:

#### **2.3.10.1 GENERAL: SLIDING GATES**

- Check the structure for corrosion: remove corrosion, clean, treat and paint if necessary.
- Repair any loose or damaged structural member with appropriate procedure, followed by corrosion treatment.
- Replace structural member is damaged or corroded beyond repair.
- Check the condition of the sliding gate palisade for corrosion: remove corrosion, clean, treat and paint if necessary.
- Replace palisade section where repair is not possible.
- Check sliding gate track and associated support
- Repair damage to track and concrete support if required.
- Check cover plates on steel posts. Install if not installed, or treat corrosion and paint if necessary.
- Check all painted surfaces and repair if required.
- Check all mountings and anti-vibration mountings.
- Grease all bearings.

- Check sliding gate lock and operation. Lubricate and treat lock for corrosion.

### **2.3.10.2 MECHANICAL COMPONENTS**

- The opening mechanism, manual or motorized forms part of both the sliding gate.
- Perform a visual inspection of mechanisms for wear and tear
- Carry out testing of the opening mechanism to confirm the operation, and ascertain the cause of non-operation.
- Check alignment and lubrication of all bearings
- Check alignment, wear and tear, and lubrication of all castor wheels.
- In the case of a motorized system check condition of the following:
  - Drive motor
  - Motor controls
  - Drive gear or mechanism
  - Measure drive motor current in event of operation and provide a comparison to manufacturers specification.
  - The sealing of the motor and control unit shall be checked if exposed to the elements in the location of installation.
- Any damaged panel, foot piece, shroud, etc., shall be repaired.

### **2.3.10.3 CONTROL SYSTEMS**

- Check and reset all switches.
- Check and reset all errors on the controls.
- Check wiring and condition of all safety equipment (i.e., beams, control loop, etc.)
- Adjust the timing of controls to ensure safe operation.
- Where sliding gates are motorized with remote control, the contractor shall ensure that 2 off operational remotes are present at the facility. Repairs or replacements of any remotes must be noted and will only be issued with prior approval from the engineer. The issue of any remotes shall include a sign-over sheet to document hand-over thereof. The original hard copy, as well as the digital scan, shall be handed to the engineer. Remotes handed over without documentation will not be paid in this contract.

### **2.3.10.4 ELECTRICAL SYSTEMS**

- Check all connections on terminal strips, circuit breakers, contactors, relays.
- Check running currents of all electrical switches and motors.
- Check settings of over voltage and under voltage protection system.
- Check the condition of all cables.
- Check and test all backup batteries.
- Test results of batteries in need of replacement needs to be issued to the engineer before approval for the replacement thereof.

### **2.3.11 REPAIR WORK TO INSTALLATIONS, SYSTEMS, AND EQUIPMENT**

#### **2.3.11.1 GENERAL**

During the repair and maintenance contract all the systems, installations, and equipment shall be repaired as specified in this Specification.

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

All repair work shall be executed within the specified durations as listed in the Tender. All new equipment, materials, and systems shall be furnished with a written guarantee of a defects liability period of 12 months from the date of issue of a certificate of completion for the repair work. These guarantees shall be furnished in favor of the Department of Public Works. On completion of the required and specified repair work the systems, installations, and equipment shall be commissioned and handed over to the satisfaction of the Engineer.

#### **2.3.11.2 REPLACEMENT PARTS**

Replacement parts, spares, and materials used must be of an 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 an equivalent component is not available, then the alternative component must be approved by the Department before installation.

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

The serial numbers of original and new components shall be entered on job cards and invoices presented for payment. The guarantee cards for items must also be attached to job cards.

#### **2.3.11.3 GALVANISING**

All replacement steel components shall be galvanized before painting and installation to prevent corrosion. The galvanizing shall comply with the following:

- All hot-dip galvanizing shall be carried out following SABS 934 and SABS 763 where applicable, including preparation for galvanizing.
- The materials shall be free from slag or coarse laminations, fine fissures, and rolled-in impurities.
- Repairs to galvanized coatings will not be accepted.
- Items damaged will need to be re-galvanized.
- The SABS requirement for uniformity shall apply.
- Galvanized surfaces specified with paint finishing shall not be passivated.

#### **2.3.11.4 WELDING**

All welded components and/or repairs shall comply with the following:

- All welded filler or butt joints shall be free from porosity, cavities, and entrapped slag. Joints shall be ground smooth, if required for aesthetic reasons only, without affecting weld strength.
- The joints in the weld run, where welding has been recommended, shall be as smooth as possible and shall show no pronounced hump or crater in the weld surface.
- The profile of the weld shall be uniform, of approximately equal leg length, and free from overlap at the toe of the weld. Unless otherwise specified the surface shall be either flat or slightly convex in the case of fillet welds and with reinforcement of not more than 3mm in the case of butt welds.
- All welds must show proper fusion.



### **2.3.11.5 SLIDING GATE COMPONENTS**

Where replacement components for sliding gates are required, they shall comply with the following:

- Posts: 80x80x4mm steel fitted in Concrete 400x400x600depth 25Mpa Cement Cover plates to be fitted on post
- Gate Frames: 76x40x2mm Rectangular Tubing
- Track: 40x5mm Angle Iron
- Use heavy-duty Rail type/floor tracks 65x25 mm for gates wider than 6 meters.
- Security topping to be installed for gates 2.4meter high.
- Ball Bearing Wheels: 80mm
- Gate rubber end stoppers must be installed.

### **2.3.12 GUARANTEE OF INSTALLATION AND EQUIPMENT**

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

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

### **2.3.13 DESCRIPTION OF SITE AND ACCESS**

The East London and surroundings consists of all the client departments of the National Department of Public Works in the following areas and towns:

- East London and surroundings.

The Contractor shall be responsible for making arrangements with the Officer in charge of each site or building regarding the availability of the installation to the Contractor for inspection to prepare his Bid

Should the work fall within a security area, the contractor must obtain access cards for his personnel and employees who work within such an area.

The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the various client departments.

The Department may require the Contractor to have his personnel or a certain number of them security classified.

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

### **2.3.14 DETAILS OF CONTRACT**

The contractor shall inform the Department at least 7 days before servicing as to which equipment will be serviced, to enable the Department to arrange for inspections if it is considered necessary.

The appointed Contractor shall be responsible for making arrangements for 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 charge and the Department will not be responsible for any additional costs which the Contractor may incur by such a refusal.

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

The Department reserves the right to inspect the Contractor and his Suppliers' works to assess calibration, testing, storage, and handling facilities to assure itself of the capabilities of the Contractor to perform following the Specifications and delivery requirements of the Bid.

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 concerning 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.

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 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.

All quantities in this tender are provisional and inserted 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. Payment will be as set out in clauses 13. to 19. of this document

The Contractor shall be a certified company and employed technicians shall have a valid operating certificate for the full duration of the Bid.

### **2.3.15 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

The Contractor undertakes to:

- Arrange with the occupants of buildings regarding access to the premises to execute the required services.
- Take adequate precautions to prevent damage to buildings, fittings, and furnishing inside the premises and elsewhere on the site.
- Accept liability and indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- Safeguard all his employees following the regulations of the Unemployment Insurance Act 1966, (Act no. 30 of 1966) and any amendments thereof.
- Comply with all By-laws and requirements of the local authority.
- Comply with the local Fire Officer's regulations.

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 its instructions.

An official order number for this contract will be issued to the contractor.

The contractor shall 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 before receipt of written authorization received from the Employer's representative.

No payments will be made for services executed without the necessary written authority.

Non-scheduled transport costs will be calculated according to the distance traveled from the main Post Office in East London to the site/building where the work is to be executed and back.

The Contractor must provide at his own cost a supply of Job Cards following the example included herein. 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.

Accounts for services rendered must be accompanied by a Job Card and the fully completed checklist (Schedule A) signed and dated.

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

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

Unit prices for items of work executed but not specified in this contract, must be verified through invoices of Suppliers. The number 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.

Payment of accounts complying with all the requirements of this contract will be made within 21 days after certification thereof. All relevant invoice documentation and the completed checklist and floor plan, signed, dated, and stamped, must be attached to each 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.

The rate shall be inclusive of all labor and transport costs.

Overtime rates will only apply to emergency services Unauthorized over time due to the contractor's failure to complete service within normal working hours will not be applicable unless authorized by the representative of the Department.

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

### **2.3.16 CONSTRUCTION PROGRAM**

This Term Contract is for a twelve (12) month period with an option to renew this agreement for a further two (2) periods of twelve (12) months. Either party may terminate this agreement either at the end of the first twelve (12) month period or the end of any subsequent twelve (12) month period by giving the other party written: notice thirty (30) days before the end of the twelve months. (See clause C3.2 8 for CPAP conditions)

Contractors' attention is drawn to any claims for late delivery, all such claims shall be received in writing within 21 days of the problem arising, this item is non-negotiable, and strict time penalties will

be enforced.

The positions of all institutions will be pointed out to the contractor by the Department. The contractor must within 21 days of the date of the letter of acceptance of his Bid, submit to the Department a detailed program for the execution of the service at all institutions for the whole of the contract period, listing each institution, its location, and fixed dates of maintenance. The contractor will be required to keep to the program at all times.

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.

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

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 safekeeping.

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

- Service Records
- Inspection and maintenance actions
- Breakdown reports
- Fire Safety Officer Comments
- Inspection and test comments and reports

The Contractor shall also institute an attendance register, which shall be kept in a safe place as agreed with the User Client and representative of the Department. This register shall be completed by all persons visiting the installation, including

the following:

- Fire safety officer
- Contractor
- Inspectors from Department Labour
- The Department

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

The items to be serviced shall be listed in tabular form with all relevant details such as capacity, description, condition, and if discharged.

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 the person in charge of the institution and service technician.

All equipment that is to be tested at required intervals, shall be executed by a certified company, certificates must accompany invoices.

The maintenance work shall be executed following the relevant codes of practices, statutory

regulations, standards, regulations, municipal laws, and bylaws and the manufacturer's specifications and codes of practice.

The contractor shall be responsible for the supply of a basic floor plan for all sites that are serviced.

The floor plan shall include the following:

- Name of institution
- Position of hangar doors or sliding gates
- A detailed description of hangar door or gate, which includes the following:
  - Width (mm)
  - Height (mm)
  - Description of construction
  - Detail of operation (manual or motorized)
  - Detail of controls
  - Manufacturers' details of installed equipment.
- Indicated all types of safety signs installed on-site where applicable.

Completed floor plan with signatures, shall accompany invoice. Floor plans shall be included in the tender price.

Copies of available departmental floor plans will be issued to the contractor on request.

## PRICING SCHEDULE/ BILL OF QUANTITIES

**Bid no: PET04/2024**

**Bid/ Project Description: EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE**

**DEPARTMENT OF PUBLIC WORKS**

**EAST LONDON AREA AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR  
ROLLER DOORS, HANGER DOORS AND BOOM & SLIDING GATES MAINTENANCE  
REPAIRS AND SERVICE**

**PART 2.4  
PRICE SCHEDULE**

**CONTENTS**  
**SCHEDULE OF QUANTITIES**

BILL NO. 1: PRELIMINARIES AND GENERAL

BILL NO. 2: SERVICE AND MAINTENANCE

BILL NO. 3: REPLACEMENT OF EQUIPMENT

PRICE SUMMARY

PROJECT:	DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				
SERVICE:	EAST LONDON AREA AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM & SLIDING GATES MAINTENANCE REPAIRS AND SERVICE BILL No: 1: Preliminary and General				
Item	Description Preliminary And General	Unit	QTY	Unit Rate	Amount - ZAR
1	<b>Conditions of Contract: Compliance with contractual requirements and obligations in terms of Contract and Contract Data</b>				
1,1	Conditions accepted as elsewhere measured: Fixed	sum	1		
1,2	Conditions accepted as elsewhere measured: Time related months	no	36		
1,3	Conditions accepted as elsewhere measured: Value related	sum	1		
1,4	Surety, performance bond: Fixed	sum	1		
1,5	Insurance: Construction works: time related months	no	36		
1,6	Insurance: Public Liability: Time related months	no	36		
1,7	Insurance: Special Risks: (SASRIA): Time related months	no	36		
1,8	Insurance: Occupational Compensation (COID): Time related months	no	36		
1,9	Programme of Works: Compile & Submit: Fixed months	no	36		
1,10	Programme of Works: Maintaine current: Time related	sum	1		
1,11	Preliminary & General: balance of items: Fixed	sum	1		
	<b>Facilities as specified or necessary for the duration of the contract including establishment at commencement and removal upon completion</b>				
1,12	Admin facilities: Site Instruction book, communications etc. months	no	36		
1,13	Display boards places at each plant room or container	no	40		
	<b>Occupational Health and Safty: Compliance with the applicable Act including specified additional requirements</b>				
1,14	Safety Officer appoint	sum	1		
1,15	Submit Health and Safety Plan	sum	1		
1,16	First Aid kits: Supply and maintain ( to be kept in vehicles)	no	36		
1,17	Safety meetings: conduct and record proceedings, copy to engineer	no	36		
1,18	Balance of safety related compliance	no	36		
	<b>Supervision and Management of the progress of construction works including the attendance at meetings at the site with the Employer or the Engineer as and when required.</b>				
1,19	Supervision and Management	no	36		
1,20	Access control and identification of staff	no	36		
1,21	Quality system	sum			
	Rubbish & waste management.	24			
<b>CARRIED FORWARD</b>					<b>R</b>
Item	Description	Qty		Unit Rate	Amount - ZAR
	<b>Brought forward</b>			<b>R</b>	
2	<b>Allow for all costs that the Contractor may incur in terms of any or all of descriptions of these documents and of the drawings covered in the schedule below.</b>				
2,1	As-installed drawings, manuals and operating instructions.	Sum	1		
2,2	Preparation of full equipment list of all sites including record of services and works as described in the specification	Sum	1		
<b>TOTAL FOR PRELIMINARY AND GENERAL - CARRIED FORWARD TO SUMMARY PAGE</b>					<b>R</b>

PROJECT:	DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
SERVICE:	EAST LONDON AREA AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM & SLIDING GATES MAINTENANCE REPAIRS AND SERVICE					
	BILL No: 2: New Installation					
Item	Description	Unit	Qty	Qty services	Unit Rate	Amount - ZAR
	New Installation					
	NEW INSTALLATION					
	Supply and install of new gates, booms and hangar doors will include the following: Labour, materials, and Transport. All equipment shall be treated with an applicable anti-corrosion treatment suitable for a coastal enviroment.					
Item	Description		Unit	Qty	Unit Rate	Amount - ZAR
2,1	Gates					
2.1.1	Single swing manual gate to fit opening 2000x1500mm		no	1		
2.1.2	Double swing manual gate to fit opening 5000x1500mm		no	1		
2.1.3	Manual sliding gate to fit opening 5000x1500mm		no	1		
2.1.4	Motorized sliding gate to fit opening 5000x1500mm		no	1		
2.1.5	Replacement motor for sliding gate		no	1		
2.1.6	Replacement remote for motorized gate		no	1		
2,2	Booms					
2.2.1	Manual boom to fit opening 2000mm wide		no	1		
2.2.2	Manual boom to fit opening 5000mm wide		no	1		
2.2.3	Motorized boon to fit opening 2000mm wide		no	1		
2.2.4	Motorized boon to fit opening 5000mm wide		no	1		
2.2.5	Replacement motor for boom		no	1		
2.2.6	Replacement remote for boom		no	1		
2,3	Hanger doors					
2.3.1	Manual hangar door 3000 X5000		no	1		
2.3.2	Motorized hangar door 3000 X 5000		no	1		
TOTAL BILL 2 CARRIED FORWARD TO SUMMARY PAGE						
					R	





**TOTAL BILL 3 CARRIED FORWARD TO SUMMARY PAGE**

DEPARTMENT OF PUBLIC WORKS						
EAST LONDON AREA AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM & SLIDING GATES MAINTENANCE REPAIRS AND SERVICE						
SUMMARY OF SCHEDULE OF QUANTITIES AND PRICE						
SCHEDULE	DESCRIPTION					AMOUNT (ZAR)
1	BILL NO. 1:	PRELIMINARIES AND GENERAL			R	
2	BILL NO. 2:	REPLACEMENT OF EQUIPMENT			R	
3	BILL NO. 3:	GENERAL ITEMS			R	
SUB-TOTAL					R	
PLUS 15% VAT					R	
TOTAL PRICE (to be carried forward to Form of Tender) R						
SIGNED:					DATE	
NAME						
COMPANY						
TEL						
FAX						
CELL						

## DRPW – 05 (EC) CONTRACT DATA

<b>Project title:</b>	<b>EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE</b>		
<b>Tender / Quotation no:</b>	<b>PET04/2024</b>	<b>Closing date:</b> Tuesday, 27 August 2024	<b>Time: 11H00</b>

	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE ( Contract Data [1.1.1.8])</b></p> <p>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</p> <p>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</p>
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	<p>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.</p> <p>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)]</p> <p>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).</p> <p>Copies of these conditions of contract may be obtained through <a href="http://www.saice.org.za">www.saice.org.za</a>.</p>
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PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document <i>PG01.1 (EC) – Scope of Works</i> for detailed description
<b>EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS, HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE</b>	

TENDER/ QUOTATION NO: PET04/2024

A 2.0 Site [1.1.1.29]

Erf / stand number	
Site address	VARIOUS SITES
Township / Suburb	
City / Town	PORT ELIZABETH
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	<a href="mailto:Thando.mjamba@dpw.gov.za">Thando.mjamba@dpw.gov.za</a>	Telephone	041 408 2102
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

A 3.2 Employer's representative:

Name	Bongiwe Ndaba	Telephone number	041 408 2015
E-mail	<a href="mailto:Bongiwe.Ndaba@dpw.gov.za">Bongiwe.Ndaba@dpw.gov.za</a>	Mobile number	N/A
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

TENDER/ QUOTATION NO: PET04/2024

A 4.0	Principal Agent [1.1.1.16]	Discipline	Project Manager
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Name	Thando Mjamba		
Legal entity of above		Contact person	Thando Mjamba
Practice number		Telephone number	041 408 2102
Country	South Africa	Mobile number	079 519 6992
E-mail	<a href="mailto:Thando.mjamba@dpw.gov.za">Thando.mjamba@dpw.gov.za</a>		
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 5.0	Agent [1.1.1.16]	Discipline	
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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	
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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: PET04/2024**

A 7.0	Agent [1.1.1.16]	Discipline	
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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	
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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	
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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: PET04/2024**

A 10.0	Agent [1.1.1.16]	Discipline	
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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	
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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	
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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: PET04/2024**

**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1.1.2]**

Bills of quantities: System/Method of measurement	SANS 1200
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**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
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**B 3.0 Offer and acceptance [1.1.1.20]**

Currency applicable to this agreement [1.1.1.20]	South African Rand
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**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: PET04/2024

##### 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 <i>Thulani Sibangela</i>
Principal agent's and agents' interest or involvement in the works other than a professional interest <i>Thulani Sibangela</i>

##### 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: PET04/2024

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: PET04/2024**

**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: PET04/2024**

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]	24 Months
Period to achieve Completion [5.14.4]	24 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	3
Total Contract Period	24 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]	24 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
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**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]						

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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]	24 Months
Penalty for late Practical Completion, <i>if completion in sections is required</i> , 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 substantiating documentation
13.7	
13.8	
13.9	
13.10	

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**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

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**B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3<sup>RD</sup> 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	<b>NEW CLAUSE</b> 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.

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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;

	<p>(d) Suspension of the Works – clause 5.11.2;</p> <p>(e) Final Payment Certificate – clause 6.10.9;</p> <p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>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.</p> <p>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 <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>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:</p> <p>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).</p> <p>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).</p> <p>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.</p>
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	<p>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.</p>
3.3.2.1	<p>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.</p>
3.3.3.2	<p>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 E 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.</p>
3.3.2.2.3	Add to Clause 3.3.2.2.3 and 3.3.2.2.4 the following:
3.3.2.2.4	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	<p>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</p>
4.8.2.2	<p>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,</p>
4.12.3	<p>Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>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) <i>insert other requirements</i> insert other requirements insert other requirements</p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is: 21 days.</p>

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5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <i>enter "exclusive" or "not exclusive"</i> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: <i>Insert an exposition of limitation.</i>
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 14 <sup>th</sup> 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.

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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 <i>insert name of urban area</i> . (Select urban area from Statistical News Release, P0141, Table A)  The applicable industry for the Construction Material Price Index for materials / plant is <i>insert name of industry</i> . (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)  The area for the Producer Price Index for fuel is <i>insert name of area</i> . (Select the area from Statistical News Release, P0142.1, Table 1.)  The base month is <i>insert month insert year</i> . (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.

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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	<p>Replace Clause 6.10.5 with the following:</p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p>
6.10.6.2	<p>Replace Clause 6.10.6.2 with the following:</p> <p>“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).</p>
6.10.9	Ref Clause 3.2.3.

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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	<p>Add the following to Clause 7.5.3</p> <p>“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”.</p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>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.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>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.</p>



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

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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.  <b>HIGH RISK INSURANCE</b>  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.

	<p>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.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>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.</p> <p>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.</p> <p>(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.</p> <p>(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</p>
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	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	<p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"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"</p>
9.1.5	<p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>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: "</p>
9.1.5.5	No Clause
9.1.6	No Clause
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	<p>Add the following as Clause 9.2.1.3.9:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p>
9.2.4	<p>Add the following as Clause 9.2.4:</p> <p>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.</p>
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.

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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 10.3.3 with 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.
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10.5	<p>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:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>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.</p>
10.6	No Clause
10.7	No Clause
10.10.3	<p>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.</p>

**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.	<i>Select</i>
(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.	<i>Select</i>
(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.	<i>Select</i>

(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
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(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)]

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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

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**C 2.0 Payment of preliminaries [25.0]**

Contractor's selection

Select Option A or B

B

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.



**TENDER/ QUOTATION NO: PET04/2024**

**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	<p>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</p> <p>Fixed - An amount which shall not be varied.</p> <p>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.</p> <p>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].</p>
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	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>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</p>
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

## SPECIAL CONDITIONS OF CONTRACT: TERM SERVICE CONTRACT



public works  
& infrastructure

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

## SPECIAL CONDITIONS OF CONTRACT: TERM SERVICE CONTRACT

**EAST LONDON AND SURROUNDINGS: 36 MONTHS TERM CONTRACT FOR ROLLER DOORS,  
HANGER DOORS AND BOOM GATES MAINTENANCE REPAIRS AND SERVICE**

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
EBEN DONGES BUILDING  
CORNER HANCOCK AND ROBERTS STREETS  
NORTH END  
GQEBERHA  
6056

### PURPOSE OF SPECIAL CONDITIONS OF CONTRACT (SCC)

- A1. The purpose of this document is to supplement the Conditions of Contract: Facilities Management Conditions of Contract (DPW) Sept. 2005 Version 1. The Special

Conditions of Contract (SCC) shall prevail whenever there is conflict in contract documentation.

- A2. The Special Conditions of Contract must be read in conjunction with:
  - A2.1. Terms of Reference / Scope of Work for the Term Service Contract;
  - A2.2. Conditions of Contract: Facilities Management Conditions of Contract (DPW) Sept. 2005 Version 1 or subsequent versions as applicable;
  - A2.3. Any documentation issued with the bid / tender, supplemental contract documentation and documents in compliance with legislation and industry standards.

#### LEGISLATION AND INDUSTRY STANDARDS

- B1. This clause should be read in conjunction with Refer to clause 16.1 to 16.6 of the FMCC;
- B2. This document derives legislative and administrative mandate from the prescripts governing Asset Management from the following legislation, policies, regulations and standards:-
  - B2.1.1. Occupational Health and Safety Act 85 of 1993
  - B2.1.2. Water Services Act (Act. 108 of 1997)
  - B2.1.3. National Water Act (Act No. 36 of 1998)
  - B2.1.4. National Environmental Management Act, 1998 (Act No. 107 of 1998)
  - B2.1.5. Public Finance Management Act (Act No. 1 of 1999) as amended
  - B2.1.6. Immigration Act (Act No. 13 of 2002).
  - B2.1.7. National Infrastructure Maintenance Strategy (NIMS, 2007)
  - B2.1.8. Government Immovable Asset Management Act, 2007 (Act No. 19 of 2007)
  - B2.1.9. Environmental Management Waste Act, 2008 (Act No. 59 of 2008)
  - B2.1.10. Department of Public Works Green Building Policy (2015)
  - B2.1.11. National Immovable Asset Maintenance Management Framework (NIAMM, 2016)
  - B2.1.12. South African Bureau of Standards (SABS) / South African National Standards (SANS)
  - B2.1.13. Local Authority Bylaws and any special requirements (Respective Jurisdictions)

## 1. DEFINITIONS

The following words and expressions shall vary or be in addition to the definitions of the FMCC:

- 1.1. "Annual Escalation" means an inflation related adjustment to the Service Charges for service which shall be calculated annually utilising the Agreed Index / rate;
- 1.2. "Bill of Quantities" (Ref. 1.12 of FMCC): shall be replaced with Pricing Schedule;
- 1.3. "Bid" or Bidder": 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".
- 1.4. "Departmental Representative": means any Official legitimately representing the Department of Public Works and Infrastructure for activities related to but not limited to, the current contract in terms of its management, compliance with applicable legislation and industry standards and may include the Head of Facilities Management, Project Leader, Occupational Health and Safety Officer.
- 1.5. "Pricing Schedule" 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;
- 1.6. "Service Manager" (Ref. 1.1.24 of FMCC): shall interchangeably mean "Project Leader";
- 1.7. "Scope of Works": shall interchangeably mean "Terms of Reference";
- 1.8. "Tender" or "Tenderer": see "Bid or Bidder".
- 1.9. "Terms of Reference": see "Scope of Works".

## 2. INTERPRETATION

- 2.1. Refer to clause 2 of the FMCC.

## 3. DURATION

- 3.1. Ref. 3.1 – 3.3 of FMCC.
- 3.2. The Department reserves the right to consider the renewal / extension of the contract or portions thereof, in consultation with the appointed Service Provider for a stipulated duration / option without going to an open bidding process.

## CONTRACT RENEWAL AND EXTENSION PROCEDURES

### 3.3.1. Contract Renewal

- 3.3.1.1. Either party to the contract must provide notice of intention to renew the contract before the termination date, ideally seventy (70) calendar days in advance, to allow DPWI internal administration processes and contract management processes leading to acceptance / or declination (e.g. timely notification for termination of contract to assist with demobilisation of resources, transition to an alternative contract, etc.),
- 3.3.1.2. The parties have an option to renew this contract for the period set-out on the option to renew clause of the terms of reference;

- 3.3.1.3. The contract shall be renewed on similar terms and conditions of the contract, except where legislative requirements enforce the review of terms;
- 3.3.1.4. The following information, but not limited to, shall be integral towards the decision-making for the renewal of the contract:
  - 3.3.1.4.1. Good performance of the Service Provider;
  - 3.3.1.4.2. A need for further services;
  - 3.3.1.4.3. Financial viability and a detailed budget report indicating;
    - 3.3.1.4.3.1. Total expenditure from commencement of contract to the date of submission; and,
    - 3.3.1.4.3.2. Financial commitments (work issued but not yet started, work in progress, work completed but not invoiced and work invoiced but not yet paid); and,
    - 3.3.1.4.3.3. Projected expenditure from the time of submission not forming part of financial commitments, to the end of contract; and
    - 3.3.1.4.3.4. Projected expenditure for the duration of the renewal period;
    - 3.3.1.4.3.5. Forecast contract value (Total amount inclusive of all the expenditure items above).
- 3.3.1.5. The Department's decision to renew the contract shall be approved by the Head of Facilities Management or Delegated Authority and administered by the Service Manager;
- 3.3.1.6. The acceptance of the renewal of contract must be reduced in writing and duly signed by both parties, similar to the original contract;
- 3.3.1.7. An addendum to for the renewal of contract must subsequently be signed, stipulating the renewal period and if applicable, as an internal control measure – a ceiling spend.
- 3.3.2. **Contract Extension**
  - 3.3.2.1. The Service Manager must provide notice of intention to renew the contract before the termination date, ideally sixty (60) working days in advance, to allow for consensus by the Service Provider and ample time for DPWI internal administration processes;
  - 3.3.2.2. The extension of the contract must be approved by the relevant **Bid Adjudication Committee** or Delegated Authority of the Department;
  - 3.3.2.3. The extension of contract must be guided by the latest relevant legislation / government policy or prescripts, the current being the National Treasury Instruction No. 3 of 2016/2017 which limits the variation/ expansion of contracts up to 20% or R20 million (including VAT) for construction-related goods, works or services and up to 15% or R15m million for all other goods and services.
  - 3.3.2.4. The amount to be considered for the calculation of the extension of contract shall be based only on the sum of amounts on the renewal contract as follows;

- 3.3.2.5. Expenditure incurred during the renewal contract including accruals; and
- 3.3.2.6. Contractual commitments; and
- 3.3.2.7. The contract shall be extended on similar terms and conditions as before;
- 3.3.2.8. The Department's decision to extend the contract shall prior be supported by the Head of Facilities Management, administered by the Service Manager before approval by the Bid Adjudication Committee and shall be based on good performance, a need for further services and financial viability amongst other factors;
- 3.3.2.9. A letter stipulating the extension of the contract and where necessary, the ceiling spend and period of extension and / contract termination date must be signed by the Head of Facilities Management or Delegated Authority, administered by the Service Manager and disseminated to the Service Provider.

#### RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. Refer to clause 4.1 of the FMCC.
- 4.2. Notwithstanding the obligations of the employer, the Service Provider shall where so required provide data and information gathered on site to facilitate management of the service contract.

#### 1. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. Refer to clause 5.1 to 5.9 of the FMCC.
- 5.2. **WORK PROCEDURES AND REMUNERATION OF SERVICE PROVIDER FOR SERVICES RENDERED**
  - 5.2.1. **Work Procedures**
    - 5.2.1.1. Order number:
      - 5.2.1.1.1. An official order number for the appointment of services shall be issued to the successful Service Provider by the Supply Chain Management (SCM) of the Department of Public Works and Infrastructure (DPWI);
      - 5.2.1.1.2. The order number must be quoted and appear on quotations, invoices and all correspondence / documents relating to this service;
      - 5.2.1.1.3. Fraudsters are targeting Service Providers. The Department of Public Works and Infrastructure warns ALL service providers about a scam, wherein unscrupulous people use the name of the Minister, Deputy Minister, Director-General and other officials of the department to invite service providers to deliver large amounts of goods to various departmental buildings. If there is a suspicion of fraud, the Service Provider must contact the National Anti-Corruption Hotline on **0800 701 701** or contact the Head of Supply Chain Management from which the tender has been advertised.
    - 5.2.1.2. Complaint / Incident number:
      - 5.2.1.2.1. The DPWI has a call centre for the logging of calls (incidents / complaint numbers) for preventative and corrective maintenance contactable on 012 406 1620 / 0800 782 542 / [Worx4usupport@dpw.gov.za](mailto:Worx4usupport@dpw.gov.za) ;

- 5.2.1.2.2. A unique complaint number / incident number for the respective, various services shall be logged as follows:
- 5.2.1.2.2.1. Preventative maintenance call logs: the Service Provider's dedicated employee to log such calls and receive reference numbers as per the approved maintenance programme / or based on a written, reasonable arrangement preferred by the Service Manager, e.g. receiving of a call centre complaint by the Service Provide from the Service Manager as a control measure;
  - 5.2.1.2.2.2. Corrective maintenance call logs: the End User / DPWI representative ONLY and shall be issued and communicated by DPWI's Service Manager / Project Leader to the Service Provider, prior to executing such a service / or based on a verbal instruction due to the urgency to respond to site / unavailability of the call centre. The complaint number / incident number should be logged within 12 hours / as soon as the call centre is available for rectification.
  - 5.2.1.2.3. The unique complaint / incident number must be quoted and appear on a service-specific quotation, invoice and correspondence / document relating to that service;
  - 5.2.1.2.4. The Service Provider must not perform any Service without being issued a complaint / incident number – any work / service executed without a unique complaint / incident number unless arranged / approved in writing with / by the Service Manager shall be for the account of the Service Provider.
- 5.2.1.3. Quotation for a service:
- 5.2.1.3.1. A quarterly financial budget plan for Interval-based servicing / maintenance including contract management costs forecasting the expenditure shall be submitted;
  - 5.2.1.3.2. Prior to executing any work related to condition-based maintenance and / or corrective maintenance, the Service Provider shall submit a quotation to the Service Manager / Project Leader for approval;
  - 5.2.1.3.3. A quotation shall be based on the tendered accepted single rate where applicable;
  - 5.2.1.3.4. On Non-Scheduled Items (not priced on the bid), at least three (3) market-related quotations for comparison shall be sourced from reputable companies by the Service Provider for approval of the most deserving (lowest and compliant with specifications) quotation by the Service Manager;
  - 5.2.1.3.5. Quotations must, where applicable include VAT @ an applicable rate;
  - 5.2.1.3.6. Copies of supplier's purchase invoices must be provided to the Service Manager as per the approved quotation.
- 5.2.1.4. Job Card:
- 5.2.1.4.1. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Service Provider's account.
  - 5.2.1.4.2. The Service Provider must complete a new job card in black ink, in all respects, for each day worked on site;



- 5.2.1.4.3. A job card must be fully populated and a date stamp and signature sourced from and affixed by the representative of the Client Department for each day worked on site;
  - 5.2.1.4.4. Job cards shall be completed in duplicate, legibly in ink after completion of each repair and all unused lines shall be ruled through.
  - 5.2.1.4.5. The Service Provider MUST submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice
  - 5.2.1.4.6. The job card must be submitted with the invoice. Invoices shall not be paid for failure to submit / incomplete job cards but will be returned to the Service Provider for compliance.
1. SERVICE MANAGER / PROJECT LEADER  
Refer to clause 6.1 to 6.4 of the FMCC.
  1. SECURITY
- 7.1. Refer to clause 7.1 to 7.2 of the FMCC.
  1. SECURITY CLEARANCE
- 8.1. Refer to clause 8.1 to 8.2 of the FMCC.
  - 8.2. The successful bidder including his employees might be required to undergo a security clearance before acceptance or anytime during the operation of the contract.
  1. CONFIDENTIALITY  
Refer to clause 9.1 to 9.4 of the FMCC.
  2. AMBIGUITY IN DOCUMENTS  
Refer to clause 10.1 of the FMCC.
  3. INSURANCES
- 11.1. Refer to clause 11.1 of the FMCC.
  - 11.2. Insurances shall be maintained throughout the duration of the contract, to include but not limited to:
  - 11.3. Public Liability Insurance / General liability insurance to cover operations, maintenance and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage and personal injury wherein the limit of liability required under the Service Provider's Public Liability insurance must be **R 5'000'000** any one occurrence;
  - 11.4. Damage to, where applicable, electronic equipment and furniture, theft of materials and equipment;
  - 11.5. Government of RSA as additional insured wherein the general liability policy required of the Service Provider shall name "the Republic of South Africa, acting by and through the Presidency", as an additional insured with respect to operations performed under this contract.
  1. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES
- 12.1. Refer to clause 12.1 to 12.5 of the FMCC.

## 12.2. ACCESS TO SITE

### 12.2.1. **Arrangement(s) to access the site and perform a service**

- 12.2.1.1. The Service Provider must arrange with the DPWI Service Manager / Project Leader to obtain approval and access to site(s) prior to performing any service;
- 12.2.1.2. Under no circumstances should the Service Provider visit the site without confirmation that access shall be granted by the End User, to avoid amongst others – being barred entry, not having a dedicated person to assist the End User to navigate the site, etc.
- 12.2.1.3. The Service Provider shall immediately inform the DPWI Service Manager / Project Leader of any restrictions to access site for immediate intervention, with proviso that a prior arrangement was made.

### 12.2.2. **Control of Access to Public Premises and dress code**

- 12.2.2.1. The Service provider and employees must carry with positive form of identification (E.g. RSA ID / Driver's license) in conjunction with the Control of Access to Public Premises and Vehicles Act of 1985;
- 12.2.2.2. Identification must be provided on request by the End Users and the Service Providers must at all times adhere to the particular institution's security requirements, including but not limited to access cards for employees;
- 12.2.2.3. The company personnel / employees must at all times wear uniform branded with the Service Provider's company logo to enable ease of identification, clear identification tags with a name, number and a photograph openly displayed with the company logo as background – failure to adhere to the requirements will result in the workers being denied entry to any site to perform services.

#### 1. PROGRAMME

Refer to clause 13.1 to 13.4 of the FMCC.

#### 2. SUBCONTRACTING

Refer to clause 14.1 to 14.2 of the FMCC.

#### 3. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

Refer to clause 15.1 to 15.2 of the FMCC.

#### 4. COMPLIANCE WITH LEGISLATION

Refer to clause 16.1 to 16.6 of the FMCC.

##### 1. REPORTING OF INCIDENTS

Refer to clause 17.1 to 17.5 of the FMCC.

##### 2. NUISANCE

Refer to clause 18.1 to 18.2 of the FMCC.

##### 3. MATERIALS, WORKMANSHIP AND EQUIPMENT

#### 19.1 Refer to clause 19.1 to 19.5 of the FMCC.

## 19.2 WASTE MANAGEMENT

- 19.2.1 The Service Provider must comply with the applicable Legislation, Bylaws and the DPWI Green Building Policy on managing waste generated on site;
- 19.2.2 The Service Provider must minimise waste to landfills and endeavour to, where safe, practical and economical, repair, reuse, refurbish and recycle (part of the circular economy) components / subcomponents replaced on site.

- 19.2.3 All waste arising from the work and not entering the circular economy must be removed and the site, buildings left clean and tidy and such waste shall be disposed of in an environmentally safe manner to sites dedicated for the classified waste.
- 19.2.4 Rates quoted for execution of work shall include transport for management of waste.
1. URGENT WORK  
Refer to clause 20.1 to 20.4 of the FMCC.
  2. INDEMNIFICATIONS  
Refer to clause 21.1 to 21.2 of the FMCC.
  3. VARIATIONS
- 22.1 Refer to clause 22.1 to 22.7 of the FMCC.
- 22.2 The additions, omissions, or submissions are part of contract management and shall be agreed with the Service Provider and be approved by the DPWI Head of Facilities Management or as directed by the Accounting Officer of DPWI;
1. IDENTIFIED PROJECTS  
Refer to clause 23.1 to 23.14 of the FMCC.
  2. SUSPENSION OF THE SERVICES  
Refer to clause 24.1 to 24.3 of the FMCC.
  3. PENALTY FOR NON-PERFORMANCE
- 25.1. Refer to clause 25.1 to 25.3 of the FMCC.
- 25.2. Penalties: Administrative Processes**
- 25.2.1. The administration of penalties is the responsibility of the Project Leader in consultation with the Head of Facilities Management (FM) to execute as part of contract management;
- 25.2.2. Notwithstanding the Conventional Penalties Act (Act No. 15 of 1962), environmental pollution violates sections of National Water Act and the National Environmental Management Act and attracts fines of up to R10 million as it poses a huge health risk to human beings and animals, further leading to environmental degradation. Penalties levied to the Department arising from the Service Provider's actions / negligence shall be paid by the Service Provider;
- 25.2.3. The Project Leader's responsibility is to conduct site visits, determine areas of non-compliance and expressly stipulate in writing to the Service Provider, the penalty in respect of the delay / defect;
- 25.2.4. A liability for performance deduction shall be levied on the Service Provider for delay or failure to perform any services, or failure to perform to the required standard and / or terms of reference;
- 25.2.5. The Project Leader shall calculate penalties in advance and where not practical, inform the Service Provider within three (3) working days on receipt of the invoice, consult with the Head of FM for decision-making and inform the Service Provider within five (5) working days, of the intention to apply penalties;
- 25.2.6. The Service Provider shall, within a period of five (5) working days of receipt of the "intention to apply penalties" above, confirm acceptance or object in writing to the Head of FM through the Project Leader, subsequent to which a final, rational

- decision shall be made by the Head of FM and communicated to the Service Provider within a further period of five (5) working days;
- 25.2.7. The dispute on penalties should not unnecessarily delay the payment of the current invoice. If the dispute remains unresolved for a period exceeding seven (7) working days after letter of objection from the Service Provider:
  - 25.2.8. Penalties for the current month can be carried over to the invoice of the subsequent month if the penalty is likely to be withdrawn; OR,
  - 25.2.9. A payment reduction equal to the penalty can be effected as a part payment, pending the final decision if the penalty is likely to be upheld.
  - 25.2.10. The Service Provider should endeavour to deliver timely, quality services to avoid penalties and only submit legitimate requests for suspension or waiving of penalties, wherein the intention is to dispute the liability giving rise to the penalty not the procedural application of the penalty.
  - 25.2.11. Penalties shall escalate at the rate in conjunction with the contractual price adjustments and escalation cap.
  - 25.2.12. \*\*\*NB! Data / information overlap exists on the Terms of Reference. In the event the penalties are overlapping, the Project Leader shall select penalties of a higher amount / value as a risk management tool.
1. PAYMENTS
    - 26.1. Refer to clause 26.1 to 26.13 of the FMCC.
    - 26.2. Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt of a compliant invoice with supporting documentation**, including full details of the work performed with supporting materials invoices, close-out reports, labour time sheets & transport details with distance travelled log.
  - 26.3. PROVISIONAL QUANTITIES
    - 26.3.1. Some quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.
    - 26.3.2. REMUNERATION PROCEDURES
      - 26.3.3. Submission of Invoices:
        - 26.3.3.1. Invoices shall be submitted to the Registry Section (**NOT** the Service Manager / Project Leader) of the Department of Public Works and Infrastructure's Regional Office and shall comprise the following documents;
          - 26.3.3.2. Compliant invoice (see description of a compliant invoice below);
          - 26.3.3.3. Approved quotation;
          - 26.3.3.4. Fully completed, signed and stamped job card(s);
          - 26.3.3.5. Copy of a log book and records of services performed.

**\*\*\*NB:** Non-compliant documents shall affect the payment of invoices and will lead to non-payment of invoices and return of documents to the Service Provider for compliance.

26.3.4. Supplier's Purchase Invoices:

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPWI:

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

26.3.5. Compliant Invoices:

A compliant invoice must meet the following criteria:

- 26.3.5.1. Contains the words "Tax Invoice", "VAT Invoice" or "Invoice";
- 26.3.5.2. Name, address and VAT registration number of the supplier;
- 26.3.5.3. Name, address and where the recipient is a vendor, the recipient's VAT registration number;
- 26.3.5.4. Serial number and date of issue of invoice;
- 26.3.5.5. Accurate description of goods and /or services (indicating where applicable that the goods are second hand goods);
- 26.3.5.6. Quantity or volume of goods or services rendered ;
- 26.3.5.7. Complaint / Incident Number, Order Number and / or the Tender Number ;
- 26.3.5.8. Value of the supply, the amount of tax charged and the consideration of the supply (value and the tax);
- 26.3.5.9. Invoice submitted within 30 days of rendering a service.

- 1. RELEASE OF SECURITY  
Refer to clause 27.1 to 27.13 of the FMCC.
- 2. OVERPAYMENTS  
Refer to clause 28.1 of the FMCC.
- 3. COMPLETION  
Refer to clause 28.1 of the FMCC.
- 1. ASSIGNMENT  
Refer to clause 30.1 to 30.2 of the FMCC.
- 1. INDULGES  
Refer to clause 31.2 of the FMCC.

1. OWNERSHIP AND PUBLICATION OF DOCUMENTS  
Refer to clause 32.1 to 32.6 of the FMCC.
2. BREACH OF CONTRACT  
Refer to clause 33.1 to 33.3 of the FMCC.
3. STOPPAGE AND/OR TERMINATION OF CONTRACT  
Refer to clause 34.1 to 34.5 of the FMCC.
4. DISPUTE RESOLUTION
- 35.1. Refer to clause 34.1 to 34.5 of the FMCC.
5. GENERAL  
Refer to clause 36.1 to 36.2 of the FMCC.
6. DOMICILIUM CITANDI EXECUTANDI  
Refer to clause 37.1 to 37.6 of the FMCC.

Name of Bidder	Signature	Date

**JOB CARD**

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