



# public works

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

Private Bag X3913, North End, Port Elizabeth, 6056  
Eben Donges Building, Hancock Street, Port Elizabeth

**TENDER NO: PET11/2021**

**MECHANICAL ENGINEERING SERVICES**

**FORT GLAMORGAN & MDANTSANE PRISON: 36 MONTHS  
TERM CONTRACT FOR BOILER MAINTENANCE, REPAIRS  
& SERVICE.**

**TENDER DOCUMENT**

**JULY 2021**

**ISSUED BY:**

THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X 3913  
EBEN DONGES  
NORTH END, PORT ELIZABETH  
6200

**PREPARED BY: Mr S.DIKE**

**NAME OF TENDERER: .....**

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

<b>Project title:</b>	<i>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</i>		
<b>Tender no:</b>	<i>PET11 /2021</i>	<b>Reference no:</b>	

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
***Fort Glamorgan & Mdantsane Prison: 36 Months Term Contract For Boiler 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 liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

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

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

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

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

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

Trading under the name and style of: .....
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**AND WHO IS:**

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

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

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
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**Tender no: PET11/2021**

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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

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. ....

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

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention" Page 2 of 4

Fax No .....

Postal address .....

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

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

CIDB Registration Number: .....

**Tender no: PET11/2021**

**ACCEPTANCE**

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

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

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

and drawings 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	cnr Robert & Hancock str. Eben Donges. Private Bag X3912. Norht End. PE

**WITNESSED BY:**

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

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

Name of witness	Signature	Date
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**Tender no: PET11/2021**

**Schedule of Deviations**

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

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

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

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

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	Fort Glamorgan & Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.		
<b>Reference no:</b>			

<b>Tender no:</b>	PET11/2021		
<b>Advertising date:</b>	09/07/2021	<b>Closing date:</b>	03/08/2021
<b>Closing time:</b>	11:00	<b>Validity period:</b>	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **7ME** or **7ME\*** or higher.

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

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

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

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

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed and signed where required.
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
<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.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. <b>No site meeting will be held due to Covid 19 regulations</b>
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
<input type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
<input checked="" type="checkbox"/>	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.

<input checked="" type="checkbox"/>	Submission of (DPW-09EC): Particulars of Tenderer's Projects.
<input checked="" type="checkbox"/>	Bidder to submit a valid sworn affidavit or valid BBBEE Certificate (original or originally certified) according to the amended construction sector codes (gazette vol.630 NO 64287). Your sworn affidavit must be accompanied with the financial report for the related projects as per the relevant sector.
<input type="checkbox"/>	Functionality criteria

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

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

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

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

<b>Minimum functionality score to qualify for further evaluation:</b>	50
<b>Functionality criteria:</b>	<b>Weighting factor:</b>
Relevant construction works experience on previous contracts of a similar nature	30
References from clients/ consultants for the above completed projects	20
Financial capacity	20
Competence of key persons, professional and technical personnel	30
See attached Functionality	

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".

<b>Total</b>	<b>100 Points</b>
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**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 **cnr Robert & Hancock str. Eben Donges. Private Bag X3912. Norht End. PE** . A non-refundable bid deposit of R 700 is payable (cash only) on collection of the bid documents.

**Site inspection meeting**

A pre-tender site inspection meeting will **not be** held in respect of this tender. Attendance of said pre- tender site inspection meeting is **not compulsory**

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

Venue: ( "N/A" )

Date: ( "N/A" )

Starting time: ( "N/A" )

**nquiries related to tender documents may be addressed to:**

<b>DPW Project Manager:</b>	Sandile Dike	<b>Telephone no:</b>	0414082386
<b>Cell no:</b>	0828148584	<b>Fax no:</b>	0862724670
<b>E-mail:</b>	Sandile.dike@dpw.gov.za		

**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).

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X3912 Port Elizabeth 6056</p> <p>Attention: <b>Procurement section: Room Security</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>Port Elizabeth 6056 Eben Donges Building Cnr Hancock and Robert Street Security</p>
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**Compiled by:**

S.Dike		05/07/2021
Name of Project Manager	Signature	Date





## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>		
<b>Tender / Quote no:</b>	PET11/2021	<b>Reference no:</b>	
<b>Receipt Number:</b>	<i>insert receipt number</i>		

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		
PA14	1 Page	Yes
PA16	10 Pages	Yes
PA36	4 Pages	Yes

### 2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

### 3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes

Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

**5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES**

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
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.



List of Returnable Documents: PA-09 (EC)

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.

**Signed by the Tenderer**

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

## PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

<b>Project title:</b>	<i>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</i>		
<b>Bid no:</b>	<i>PET 11/2021</i>	<b>Reference no:</b>	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed .....

Position occupied in the state institution:.....

Any other particulars:

.....  
 .....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

3.8.1 If so, furnish particulars:.....  
 .....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.9.1 If so, furnish particulars.  
 .....  
 .....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?  YES  NO

3.10.1 If so, furnish particulars.

.....  
 .....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?  YES  NO

3.11.1 If so, furnish particulars:

.....  
 .....

**4. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.2	<i>If so, furnish particulars:</i>		

5.3	<p><i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.4	<i>If so, furnish particulars:</i>		
5.5	<p><i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.6	<i>If so, furnish particulars:</i>		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.8	<i>If so, furnish particulars:</i>		

**6. CERTIFICATION**

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

**This form has been aligned with SBD4 and SBD 8**

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	Fort Glamorgan & Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.		
<b>Bid no:</b>	PET11/2021	<b>Reference no:</b>	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.



<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

## Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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



### Certification of Independent Bid Determination: PA-29

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

<sup>3</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.

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.

Name of Bidder	Signature	Date	Position

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_ (project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)



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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

## RESOLVED that:

### RESOLVED that:

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

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*





B. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

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

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



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

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must 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).

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

<b>Project title:</b>	<i>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</i>		
<b>Tender / Bid no:</b>	PET11 /2021	<b>Reference no:</b>	

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

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

The nature of the disability is as follows:

---



---



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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**OFFICIAL STAMP OF  
 MEDICAL PRACTITIONER**

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

## Preference Points Claim for Bids: PA-16

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

## 2. DEFINITIONS

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



Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

**6. BID DECLARATION**

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

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

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

Preference Points Claim for Bids: PA-16

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

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

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

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

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

9.6 COMPANY CLASSIFICATION

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

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

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

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

**WITNESSES:**

1. ....

2. ....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....



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

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

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

### 1. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**



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

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

Description of services, works or goods Stipulated minimum threshold

Globe Valves \_\_\_\_\_ 70 \_\_\_\_\_ %

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

(Tick applicable box)

YES NO

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Table with 2 columns: Currency, Rates of exchange. Rows include US Dollar, Pound Sterling, Euro, Yen, Other.

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

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

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

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

IN RESPECT OF BID NO. ....

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". Page 2 of 4



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

.....NDPW.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial\_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
(b) I have satisfied myself that:
(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Table with 2 columns: Description, R. Rows include Bid price, excluding VAT (y), Imported content(x), as calculated in terms of SATS 1286:2011, Stipulated minimum threshold for local content (paragraph 3 above), and Local content %, as calculated in terms of SATS 1286:2011.

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of

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". Page 3 of 4



incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**WITNESS No. 1** **DATE:** \_\_\_\_\_

**WITNESS No. 2** **DATE:** \_\_\_\_\_

# Annex C

## Local Content Declaration - Summary Schedule

(C1) Tender No. 11/2021

(C2) Tender description: Fort Glamorgan & Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.

(C3) Designated product(s) GLOBE VALVES

(C4) Tender Authority: NDPW

(C5) Tendering Entity name:

(C6) Tender Exchange Rate: 70%

(C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content			Tender summary						
			Exempted imported value	Tender value net of exempted imported content	Imported value	Local content % (per item)	Total tender value	Total exempted imported content	Total Imported content			
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
FB 12.10	Replacement of Globe Valve. Steam globe s/steal seat											
03026	Globe valve: 15NB diameter							1				
03027	Globe valve: 20NB diameter							1				
03028	Globe valve: 25NB diameter							1				
03029	Globe valve: 32NB diameter							1				
03030	Globe valve: 50NB diameter							1				
								(C20) Total tender value	R 0			
								(C21) Total Exempt imported content	R 0			
								(C22) Total Tender value net of exempt imported content	R 0			
								(C23) Total Imported content	R 0			
								(C24) Total local content	R 0			
								(C25) Average local content % of tender				

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No. 11/2021  
 (D2) Tender description: Fort Glamorgan & Midwntenne Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service  
 (D3) Designated Products: GLOBE VALVE  
 (D4) Tender Authority: NDPW  
 (D5) Tendering Entity name:  
 (D6) Tender Exchange Rate:

Note: VAT to be excluded from all calculations

EUR R 9.00 GBP R 12.00

**A. Exempted imported content**

Tender item no's (D7)	Description of imported content (D8)	Local supplier (D9)	Overseas Supplier (D10)	Calculation of imported content				Total landed cost excl VAT (D16)	Exempted imported value (D18)	Summary
				Foreign currency value as per Commercial Invoice (D11)	Tender Exchange Rate (D12)	Local value of imports (D13)	Freight costs to port of entry (D14)			
(D19) Total exempt imported value									R O	

**B. Imported directly by the Tenderer**

Tender item no's (D20)	Description of imported content (D21)	Unit of measure (D22)	Overseas Supplier (D23)	Calculation of imported content				Total landed cost excl VAT (D29)	Total Imported value (D31)	Summary
				Foreign currency value as per Commercial Invoice (D24)	Tender Rate of Exchange (D25)	Local value of imports (D26)	Freight costs to port of entry (D27)			
(D32) Total Imported value by tenderer									R O	

**C. Imported by a 3rd party and supplied to the Tenderer**

Description of imported content (D33)	Unit of measure (D34)	Local supplier (D35)	Overseas Supplier (D36)	Calculation of imported content				Total landed cost excl VAT (D42)	Quantity Imported (D43)	Total Imported value (D44)	Summary
				Foreign currency value as per Commercial Invoice (D37)	Tender Rate of Exchange (D38)	Local value of imports (D39)	Freight costs to port of entry (D40)				
(D45) Total Imported value by 3rd party									R O		

**D. Other foreign currency payments**

Type of payment (D46)	Calculation of foreign currency payments			Local value of payments (D51)	Summary of payments
	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Foreign currency value paid (D49)		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party				R O	

Signature of tenderer from Annex B

Date:

This total must correspond with Annex C - C.23

**Annex E**

**Local Content Declaration - Supporting Schedule to Annex C**

- (E1)
- (E2)
- (E3)
- (E4)
- (E5)

<b>Tender No. 11/2021</b>
<b>Tender description:</b> Fort Giamorgan & Midantsane Prison: 36 Months Term
<b>Designated products:</b> GLOBE VALVE
<b>Tender Authority:</b> NDPW
<b>Tendering Entity name:</b>

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			R O

- (E10) **Mainpower costs** ( Tenderer's manpower cost) R O
- (E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R O
- (E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R O

**(E13) Total local content** R O  
 This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_





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

<b>Project title:</b>	<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>		
<b>Tender no:</b>	PET 11/2021	<b>Reference no:</b>	
<b>Closing date:</b>	03/08/2021		

This is to certify that I, \_\_\_\_\_ representing  
 \_\_\_\_\_ in the company of  
 \_\_\_\_\_ visited the site on: **N/A due to**

### **Civid19**

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

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

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>

## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b><i>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</i></b>		
<b>Tender no:</b>	<i>PET11 /2021</i>	<b>Reference no:</b>	

We notify you that it is our intention to employ the following Subcontractors for work in this contract.  
We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

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

<b>Name of organisation:</b>	
------------------------------	--

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

<b>Project title:</b>	Fort Glamorgan & Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.		
<b>Tender / quotation no:</b>	PET 11/2021	<b>Closing date:</b>	03/08/2021
<b>Advertising date:</b>	09/07/2021	<b>Validity period:</b>	56 days

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

#### 1.1. Current projects

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

**1.2. Completed projects**

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

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

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>
<b>Reference no:</b>	

<b>Tender no:</b>	<b>PET11 /2021</b>	<b>Closing date:</b>	<b>03/08/2021</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>56 days</b>

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

**Tender no: PET11/2021**



<b>C.1.4</b>	The Employer's agent is:																	
	Name:	<b>Sandile Dike</b>																
	Capacity:	<b>Departmental Project Manager</b>																
	Address:	<b>cnr Robert &amp; Hancock str. Eben Donges. Private Bag X3912. Norht End. PE</b>																
	Tel:	<b>041 408 2386</b>																
	Fax:	<b>086 272 4670</b>																
	E-mail:	<b>Sandile.Dike@dpw.gov.za</b>																
<b>C.2.1 C.3.11</b>	<p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>ME</b> or <b>ME**</b> class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>ME</b> or <b>ME**</b> class of construction work; and</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>ME</b> or <b>ME**</b> class of construction work</li> </ol> <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - <b>select</b></p> <p><b>B. <u>INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:</u></b></p> <p><b>Note:</b> Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</p> <table border="1"> <thead> <tr> <th><b>Functionality Criteria</b></th> <th><b>Weighting Factor</b></th> </tr> </thead> <tbody> <tr> <td><b>See attached Functionality</b></td> <td></td> </tr> <tr> <td><b>Relevant construction works experience on previous contracts of a similat nature</b></td> <td><b>30</b></td> </tr> <tr> <td><b>References from clients/ consultants for the above completed projects</b></td> <td><b>20</b></td> </tr> <tr> <td><b>Financial capacity</b></td> <td><b>20</b></td> </tr> <tr> <td><b>Competence of key persons, professional and technical personnel</b></td> <td><b>30</b></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td><b>Total</b></td> <td><b>100 Points</b></td> </tr> </tbody> </table>		<b>Functionality Criteria</b>	<b>Weighting Factor</b>	<b>See attached Functionality</b>		<b>Relevant construction works experience on previous contracts of a similat nature</b>	<b>30</b>	<b>References from clients/ consultants for the above completed projects</b>	<b>20</b>	<b>Financial capacity</b>	<b>20</b>	<b>Competence of key persons, professional and technical personnel</b>	<b>30</b>			<b>Total</b>	<b>100 Points</b>
<b>Functionality Criteria</b>	<b>Weighting Factor</b>																	
<b>See attached Functionality</b>																		
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<b>Financial capacity</b>	<b>20</b>																	
<b>Competence of key persons, professional and technical personnel</b>	<b>30</b>																	
<b>Total</b>	<b>100 Points</b>																	



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

Minimum functionality score to qualify for further evaluation:	50
--	----

(Total minimum qualifying score for functionality is 50 Percent).

**C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

**Provisions applicable to Evaluation Method 1 and 2:**

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 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 Project Manager, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

**C.1. Technical risks:**

**C.1.1 Criterion 1: Quality of current and previous work**

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional 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).

**C.1.2 Criterion 2: Contractual commitment**

Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:

- a) 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;
- b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
- c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

**C.2 Commercial risks:**

The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.

**C.2.7** For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

**C.2.12** If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full



	<p>responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b><i>Eben Donges Buildig North End Port Elizabeth.</i></b>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows:  The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.





DPW-21 (EC): Record of addenda to tender documents

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

<b>Project title:</b>	<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>		
<b>Tender no:</b>	<b>PET 11/2021</b>	<b>Reference no:</b>	

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

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

<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 and Infrastructure before the submission of this tender offer, amending the tender documents.

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





**Functionality Evaluation Criteria and Point Allocation**

<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>				
<b>No</b>	<b>Criteria</b>	<b>Evaluation Indicators</b>		<b>Applicable Value</b>
1	<b>RELEVANT CONSTRUCTION WORKS EXPERIENCE ON PREVIOUS CONTRACTS OF A SIMILAR NATURE, SCOPE AND/OR COMPLEXITY</b>			<b>30</b>
	Provide a descriptive list of all completed projects of similar nature, scope and value to this tender for the last 5 years in relation to: Name of Employer, Contact number, Contract sum, Contractual commencement date, Contractual completion date and date of certificate of practical completion.  <b>Note:</b> DPW 09 to be fully completed.	1 Mechanical , Electrical & Steam related project in Boiler maintenance on completed contracts. With the contract value of not less than R9 000 000.00.		6(1)
		2 Mechanical , Electrical & Steam related project in Boiler maintenance on completed contracts. With the contract value of not less than R9 000 000.00.		12(2)
		3 Mechanical , Electrical & Steam related project in Boiler maintenance on completed contracts. With the contract value of not less than R9 000 000.00.		18(3)
		4 Mechanical , Electrical & Steam related project in Boiler maintenance on completed contracts. With the contract value of not less than R9 000 000.00.		24(4)
		5 Mechanical , Electrical & Steam related project in Boiler maintenance on completed contracts. With the contract value of not less than R9 000 000.00.		30(5)
Portfolio of projects: Please provide documentation to support, i.e. project description; project value and services rendered (one page per project) of the projects listed below.				
	<b>Name of project</b>	<b>Client</b>	<b>Short Description of project</b>	<b>Value of Project (Final account)</b>
1				
2				
3				
4				
<b>No</b>	<b>Criteria</b>	<b>Evaluation Indicators</b>		<b>Applicable Value</b>
2.	<b>REFERENCES FROM CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.</b>			<b>20</b>
	Please provide signed reference letters from Consultant/Clients confirming your company's quality of works and time management whether the project was completed within the allocated time. Reference letters must come from the listed projects above from DPW 09.	1 Reference letter from consultants and / or clients for completed Mechanical, Electrical or Steam related projects in Boiler maintenance.		4(1)
		2 Reference letter from consultants and / or clients for completed Mechanical, Electrical or Steam related projects in Boiler maintenance.		8(2)
		3 Reference letter from consultants and / or clients for completed Mechanical, Electrical or Steam related projects in Boiler maintenance.		12(3)
		4 Reference letter from consultants and / or clients for completed Mechanical, Electrical or Steam related projects in Boiler maintenance.		16(4)
		5 Reference letter from consultants and / or clients for completed Mechanical, Electrical or Steam related projects in Boiler maintenance.		20(5)
	<b>Name of Company</b>	<b>Value of Project as measured for final account</b>	<b>Letter attached</b>	
			<b>YES</b>	<b>NO</b>
1				
2				



**Functionality Evaluation Criteria and Point Allocation**

3					
4					
No	Criteria	Evaluation Indicators		Applicable Value	
3.	<b>FINANCIAL CAPACITY</b>			<b>20</b>	
	Provide a stamped and valid Bank rating from your Banking Institution stating A, B, C and D bank code /rating, not older than 3 months.	Credit rating/code of D		8(2)	
		Credit rating/code of C		12(3)	
		Credit rating/code of B		16(4)	
		Credit Rating/code of A		20(5)	
No	Name of Bank	Contact Person	Contact Number	Date of letter	
1					
2					
No	Criteria	Evaluation Indicators		Applicable Value	
4.	<b>COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL</b>			<b>30</b>	
	Provide the following information:  <ul style="list-style-type: none"> <li>Originally certified copy of Trade Test Certificate (Boiler operator; mechanical Fitter or Millwright technician &amp; Electrician with wireman license). Not later than three months copy.</li> </ul>	1 Mechanical technicians (Millwright or Fitter & Boiler operator), . plus 1 Electrician with wireman license		6(1)	
		2 Mechanical technicians (Millwright or Fitter & Boiler operator), . plus 1 Electrician with wireman license		12(2)	
		3 Mechanical technicians (Millwright or Fitter & Boiler operator), . plus 1 Electrician with wireman license		18(3)	
		4 Mechanical technicians (Millwright or Fitter & Boiler operator), . plus 1 Electrician with wireman license		24(4)	
		5 Mechanical technicians (Millwright or Fitter & Boiler operator), . plus 1 Electrician with wireman license		30(5)	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
3					
4					
5					
<b>Minimum Qualifying Score for Functionality</b>				<b>50</b>	

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



## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>		
<b>Tender no:</b>	PET11 /2021	<b>Reference no:</b>	

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

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

<b>Name of organisation:</b>	
------------------------------	--

## DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	<i>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</i>		
<b>Tender no:</b>	PET11/2021	<b>Reference no:</b>	

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	
<b>Electrical Contractor registration number at the Electrical Contracting Board of S.A.:</b>	

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

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

Name of Tenderer .....  EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

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

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

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

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

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

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

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

**Signed by the Tenderer**

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



## DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project title:</b>	<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>		
<b>Tender no:</b>	PET11/2021	<b>Reference no:</b>	

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

**The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only.** Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

**FORMULA:**

The net amount to be added to or deducted from the contract sum:

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

## DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

<b>Project title:</b>	<b>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</b>		
<b>Tender no:</b>	PET11 /2021	<b>Reference no:</b>	

	<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>
	<b>CONDITIONS OF CONTRACT</b>
	The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>

<b>CONTRACT SPECIFIC DATA</b>	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:	
<b>CLAUSES</b>	<b>COMPULSORY DATA</b>
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 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: <b>12 months.</b>
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: <b>36 Months</b> measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break.  <b><u>or, if Practical Completion in portions is required,</u></b>  The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> :  For portion 1 within <b><i>insert description as may be applicable</i></b>  For portion 2 within <b><i>insert description as may be applicable</i></b>  For portion 3 within <b><i>insert description as may be applicable</i></b>  For portion 4 within <b><i>insert description as may be applicable</i></b>  <i>(followed by further portions as required)</i>  The time for achieving Practical Completion of the whole of the Works is: <b>36 Months</b> , measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end



	<b>break.</b>
1.1.1.15	The name of the Employer is: <b>The Government of the Republic of South Africa in its Department of Public Works.</b>
1.1.1.16	The name of the Engineer is: <b><i>Insert the legal name of the Engineer</i></b>
1.1.1.26	The Pricing Strategy is a: <b>Re-measurement Contract.</b>
1.1.1.31	Not applicable to this Contract.
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 Engineer 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.
1.2.1.2	<b>Employer's address:</b>  Physical Address: <b><i>Eben Donges Building Port Elizabeth 6001</i></b>  Postal Address: <b><i>Private Bag x3912 North End 6056</i></b>  Facsimile: <b><i>041 408 2076</i></b>  Telephone: <b><i>041 408 2386</i></b>
	<b>Engineer's address:</b>  Physical Address: <b><i>insert physical address insert town insert code</i></b>  Postal Address: <b><i>insert postal address insert town insert postal code</i></b>  Facsimile: <b><i>insert fax no</i></b>  Telephone: <b><i>insert tel no</i></b>
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following provisions:  (a) 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, but



	<p>in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
3.1.3	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> in respect of the following:</p> <p>(a) Appointment of nominated Sub-contractors – clause 4.4.3;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5;</p> <p>(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4;</p> <p>(d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(e) Suspension of the Works – clause 5.11.1;</p> <p>(f) Final Payment Certificate – clause 6.10.9;</p> <p>(g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</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 Engineer 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 Engineer timeous and in the correct format will invalidate any claim and the consequences of such</p>

	<p>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 Engineer's authority in respect thereof:</p> <p><b>Clause 6.10.9 – Amend to read as follows:</b></p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 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><b>Clause 10.1.5 – Amend to read as follows:</b></p> <p>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.</p> <p>5. Insert the following under 3.1.3:</p> <p>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 Engineer 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 Engineer, 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 Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:</p> <p>Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows:</p> <p>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:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)</p>

	<p><b><i>insert other requirements</i></b> <b><i>insert other requirements</i></b> <b><i>insert other requirements</i></b></p>
5.3.2	The time to submit the documentation required before commencement with Works execution is: <b>21 days</b> .
5.4.2	<p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <b>enter "exclusive" or "not exclusive"</b> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:</p> <p><b><i>Insert an exposition of limitation.</i></b></p>
5.8.1	<p>The non-working days are: <b>Saturdays and Sundays</b></p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) <b>Public Holidays;</b></li> <li>(2) <b>The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</b></li> </ol>
5.9.1	<p>Amend Clause 5.9.1 as follows:</p> <p>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.</p>
5.13.1	<p>The penalty for failing to complete the Works is: <b><i>Rinsert penalty amount per day</i></b></p> <p><b><i>or, if completion in portions is required,</i></b></p> <p>The penalty for failing to complete portion 1 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  The penalty for failing to complete portion 2 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  The penalty for failing to complete portion 3 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  The penalty for failing to complete portion 4 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  <b><i>Followed by further portions as required.</i></b></p> <p>The penalty for failing to complete the whole of the works is: <b><i>Rinsert penalty amount per day.</i></b></p>
5.14.1	<p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer 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 Engineer 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.</p>
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.
5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to</p>

	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 Engineer and/or the Employer.
5.16.3	The latent defect period for all works is: <b>5 years</b> .
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.
6.5.1.2.3	The percentage allowance to cover overhead charges is:  <b>33%, except on material cost where the percentage allowance is 10%.</b>
6.8.2	Contract Price Adjustment (CPA) will be applicable: <b>insert "No"</b> .  If CPA is indicated as 'Yes' above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor:  The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule 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 <b>East London</b> . (Select urban area from Statistical News Release, P0141, Table 7.1.)  The applicable industry for the Producer Price Index for materials is <b>Mechanical</b> . (Select the applicable industry from Statistical News Release, P01421, Table 11.)  The area for the Producer Price Index for fuel is <b>East London</b> . (Select the area from Statistical News Release, P01421, Table 12.)  The base month is <b>July 2021</b> . (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.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: <b>85 %</b> .
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.

6.10.5	<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 Engineer 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 Engineer 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 Engineer 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>
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>
8.4.3	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer 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.</p>
8.6.1.1.1	<p>Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is: <b>Nil</b></p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: <b>Nil</b></p>
8.6.1.3	<p>Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:</p> <p>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 fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.</p>



8.6.1.5	<p>1. <b>Public liability insurance</b> to be effect by the Contractor to a minimum value of:</p> <p><input type="checkbox"/> R5 million</p> <p>or</p> <p><input type="checkbox"/> <b>R insert amount in figures (and in words)</b></p> <p>With a deductible not exceeding 5% of each and every claim.</p> <p>2. <b>Support insurance</b> is to be effected by the Contractor to a minimum value of:</p> <p><b>R insert amount in figures (and in words)</b></p> <p>With a deductible not exceeding 5% of each and every claim.</p>
8.6.5	<p>Amend Clause 8.6.5 as follows:</p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.7	<p>Amend Clause 8.6.7 as follows:</p> <p>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.</p>
8.6.8	<p>Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".</p> <p><b>HIGH RISK INSURANCE</b></p> <p>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:</p> <p>(1) <b>Damage to the Works</b></p> <p>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> <p>When so instructed to do so by the Engineer, 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) <b>Injury to Persons or Loss of or damage to Properties</b></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</p>

	<p>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 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.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</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 to 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;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</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>
9.1.6	<p>This Clause is not applicable to this Contract.</p>
9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</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>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>
9.3.3	<p>Insert the following at the end of Clause 9.3.3</p>



	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.
10.1.3.1	Amend Clause 10.1.3.1 as follows to insert the word "Plant":  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 Engineer, records in a form approved by the Engineer, 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, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.6	Insert a new Clause 10.1.6 as follows:  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	Amend Clause 10.2.1 as follows:  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 Engineer. This written claim shall be supported by particulars and substantiated.
10.2.2	Amend Clause 10.2.2 as follows:  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.
10.3.2	Amend Clause 10.3.2 as follows to replace "adjudication" with "court":  If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.
10.3.3	Replace "Engineer" with "Employer".
10.4.2	Amend Clause 10.4.2 as follows to provide for submission to court:  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, either party may submit the dispute to court.
10.4.4	Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows:  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.
10.5 10.6 & 10.7	The entire provisions of these Clauses are not applicable to this Contract.
10.10.3	Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator":  The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of

	obtaining his ruling.
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PART 2: DATA PROVIDED BY THE CONTRACTOR	
1.1.1.9	The name of the Contractor is: <i>Insert legal name of Contractor</i>
1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical Address: <i>insert physical address</i> <i>insert town</i> <i>insert code</i></p> <p>Postal Address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i></p> <p>Facsimile: <i>insert fax no</i></p> <p>Telephone: <i>insert tel no</i></p>
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>(a) Cash deposit of 10 % of the Contact Sum (excl. VAT) <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO</p> <p>(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO</p> <p>(c) Retention of 10 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO</p> <p>(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO</p> <p>(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO</p> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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.</b></p>

## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## PA-10: General Conditions of Contract (GCC)

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

### 2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### 4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### 5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

## PA-10: General Conditions of Contract (GCC)

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### 8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.



## PA-10: General Conditions of Contract (GCC)

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

### 11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

### 12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

### 13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

## PA-10: General Conditions of Contract (GCC)

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### 14. Spare parts

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

### 16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

### 17. Prices

## PA-10: General Conditions of Contract (GCC)

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

### 18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

### 19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

### 20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

### 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### 22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

## PA-10: General Conditions of Contract (GCC)

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:

- i) The name and address of the supplier and/or person restricted by the purchaser;
- ii) The date of commencement of the restriction
- iii) The period of the restriction; and
- iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## PA-10: General Conditions of Contract (GCC)

### 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

### 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

PA-10: General Conditions of Contract (GCC)

**29. Governing language**

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

**33. National Industrial Participation Programme (NIPP)**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive Practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date

## PG-02.1 (EC) PRICING INSTRUCTIONS – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

<b>Project title:</b>	<i>Fort Glamorgan &amp; Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.</i>		
<b>Tender no:</b>	<i>PET11/2021</i>	<b>Reference no:</b>	

### C2.1 Pricing Instructions

#### 1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

#### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

#### 3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

#### 4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

#### 5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

**Tender no:** PET11/2021

Each item shall be priced and extended to the “Total” column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For “Rate Only” items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

## **6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

## **7. ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.



Tender no: PET11/2021

## 8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m <sup>3</sup> .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m <sup>2</sup> .pass	=	square metre – pass



**Tender no:** PET11/2021

## **C2.1 Bill of Quantities**

**See attached Bill of Quantities**

## DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Director-General  
 Department of Public Works  
 Government of the Republic of South Africa

To: *insert name*  
 Private Bag *insert no*  
*insert town*  
*insert postal code*

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2<sup>ND</sup> EDITION 2010

1. With reference to the contract between \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the “**employer**”), Contract/Tender No: **PET11/2021**, for the **Fort Glamorgan & Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service**. (hereinafter referred to as the “**contract**”), for the sum of R *insert amount*, (*insert amount in words*), (hereinafter referred to as the “**contract sum**”).

I / We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of R *insert amount*, (*insert amount in words*) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
- the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
  - the **contractor**’s estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer**’s rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor**’s obligation shall not affect the validity of this guarantee.



- 6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
- 7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of completion** of works.
- 8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_.

**AS WITNESS**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
**By and on behalf of**  
 \_\_\_\_\_  
 \_\_\_\_\_

(insert the name and physical address of the guarantor)

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
(duly authorised thereto by resolution attached marked Annexure A)

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

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** \_\_\_\_\_  
\_\_\_\_\_

## DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Director-General  
 Department of Public Works  
 Government of the Republic of South Africa

To: **insert name**  
 Private Bag **insert no**  
**insert town**  
**insert postal code**

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2<sup>nd</sup> EDITION 2010

1. With reference to the contract between \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the “**employer**”), Contract/Tender No: **PET11/2021**, for the **Fort Glamorgan & Mdantsane Prison: 36 Months Term Contract For Boiler Maintenance, Repairs And Service.** (hereinafter referred to as the “**contract**”) for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).  
 I / We, \_\_\_\_\_  
 in my/our capacity as \_\_\_\_\_ and hereby  
 representing \_\_\_\_\_ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R **insert amount**, (**insert amount in words**) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
  
2. I / We advise that the **guarantor’s** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor’s** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
  - (c) This guarantee shall expire on the date of the last **final approval certificate**.
  
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer’s** opinion and sole discretion):
  - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
  - (b) the **contractor’s** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2 (c) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 200\_\_

**AS WITNESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
By and on behalf of  
\_\_\_\_\_  
\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked Annexure A)

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

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the *guarantor's domicilium citandi et executandi*, for all purposes arising from this guarantee.



C. This GUARANTEE must be returned to: \_\_\_\_\_  
\_\_\_\_\_



Tender no: PET11/2021

## **C2.1 Bill of Quantities**

See attached Bill of Quantities



Department of Correctional Services  
Fort Glamorgan & Mdantsane Prison Mechanical Term Contract  
Schedule 1 Preliminary and General

Payment	Item	Description	Qty	Unit	Rate	Amount
		<b>Conditions of Contract: Compliance with contractual requirements and obligations in terms of Contract and Contract Data</b>				
	1002	Conditions accepted as elsewhere measured: Fixed	1	sum		
	1002	Conditions accepted as elsewhere measured: Time related	1	sum		
	1003	Conditions accepted as elsewhere measured: Value related	1	sum		
	1004	Surety, performance bond: Fixed	1	sum		
	1005	Insurance: Construction works: time related	1	sum		
	1006	Insurance: Public Liability: Time related	1	sum		
	1007	Insurance: Special Risks: (SASRIA): Time related	1	sum		
	1008	Insurance: Occupational Compensation (COID): Time related	1	sum		
	1009	Programme of Works: Compile & Submit: Fixed	1	sum		
	1010	Programme of Works: Maintaine current: Time related	1	sum		
	1011	Preliminary & General: balance of items: Fixed	1	sum		
		<b>Facilities as specified or necessary for the duration of the contract including establishment at commencement and removal upon completion</b>				
	1013	Admin facilities: Site Instruction book, communications etc	1	sum		
	1014	Scaffolding - Acquire and install complete for safe use. Use and remove from site as required. Priced complete per meter high (verticle)	100	m		
		<b>Occupational Health and Safety: Compliance with the applicable Act including specified additional requirements</b>				
	1016	Safety Officer appointment	1	sum		
	1017	Submit Health and Safety Plan	1	sum		
	1018	Must incl. COVID H&S prevention plan First Aid kit: Supply and maintain on site for duration of contract.	1	sum		
	1019	Monthly Safety meetings: Conduct and record print all proceedings.	1	sum		
	1020	Balance of safety related compliance including HIV requirements	1	sum		
		<b>Supervision and Management of the progress of construction works including the attendance at meetings at the site with the Departmental Representative / Engineer as and when required, including quality control of all work done by technical staff.</b>				
	1021	Supervision and Management	1	sum		
	1022	Access control and identification of staff	1	sum		
	1023	Quality system	1	sum		
<b>CARRIED FORWARD</b>						

<b>Brought forward</b>					
1024	Monthly expences - telephone, Fax, cell phone, e.mail facilities - to be available 24hrs a day / 7 days a week	1	sum		
	<b>Additional tests</b>				
1026	Additional tests required by the Departmental Representative/Engineer	1	sum	100 000.00	100 000.00
1027	Attendance and profit on item 1026	%	.....		
	<b>Provision and reporting of required contractor staff / subcontractor / additional employment.</b>				
1030	Monthly EPWP/NYS reporting and submission of all on site staff personnel information, as required by the department. The information as per the example (three sheets) included under additional documents, shall be completed and priced for submission per month.	36	months		
	<b>Waste removal, recycling and disposal</b>				
1032	All waste materials and liquids to be removed from site and disposed in an approved or identified dumping site such that accumulation of waste does not unsafely restrict access to site for the full duration of the contract (36 month contract). Priced per month. Wherever possible waste material will be recycled.	36	months		
	<b>Provision of Personal Protective Equipment (PPE)</b>				
1033	Where required, contractors shall provide all employees with all required PPE, such as safety shoes, protective gloves and ear and eye protection for the full duration of the contract (36 month contract). Priced per month. (as per SI OHS specification)	36	months		
	<b>Asbestos removal</b>				
1034	Complete removal and disposal of any asbestos material in accordance with the OHS act of 1993. The price shall include and take into account, the procedure and documentation required for the disposal thereof.	50	Kg		
1035	Supply and installation of project name board, as per sample drawing attached.	1	no		
<b>TOTAL FOR PRELIMINARY AND GENERAL - CARRIED FORWARD TO SUMMARY PAGE</b>					

**Schedule 2**

**FA 1 - Steam generation - Horizontal coal fired boilers**

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b><u>GENERAL</u></b>				
FA 04		<b>As-built information and Operating and Maintenance Manuals:</b>				
SB 05.01 FA 04	02001	Obtaining of all available information, compiling, reproducing (1) one set of hard copy as-built and operating & maintenance manuals as specified in SB 05.01 and FA 04. Documents to be handed over to the Departmental Representative / Engineer.	sum	1		
	02002	Submit (1) one set of as-built drawings and operating & maintenance manuals in electronic format. The copies shall be in PDF and AutoCAD 2014 format with no passwords protection.	sum	1		
FA 05	02003	Logging and recording of operating of conditions, services, maintenance visits, reports, breakdowns, samples, inspections, tests etc.	sum	1		
		<b><u>STATUTORY INSPECTIONS FOR 12 MONTH AND 36 MONTH BOILER INSPECTIONS</u></b>				
FA 15.02	02004	Decommission and isolate boiler for preparation of statutory 12 and 36 month inspections and tests.	sum	1		
FA 15.02	02005	<b>12 month inspection:</b> Preparation of boilers for internal fire (gas) side / external inspection, including removal of chain grate, welding seam covers and insulation and cladding, as required by the Occupational Health and Safety Act, No 85 of 1993 and witnessed by the approved Inspection Authority.	sum	1		
FA 15.02	02006	<b>36 month inspection:</b> Preparation of boilers for internal fire and water side / external inspection, including removal of chain grate, all insulation and cladding, as required by the Occupational Health and Safety Act, No 85 of 1993 and witnessed by the approved Inspection Authority.	sum	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
FA 15.02.03	02007	<b>12 month inspection:</b> Allow for the cost of Inspection Authority to perform all required inspections and tests related to the internal/external inspection as required by the Occupational Health and Safety Act, No 85 of 1993, including submission of all reports/certificates and completion of the necessary record books.	sum	1		
FA 15.02.03	02008	<b>36 month inspection:</b> Allow for the cost of Inspection Authority to perform all required inspections and tests related to the internal/external inspection as required by the Occupational Health and Safety Act, No 85 of 1993, including submission of all reports/certificates and completion of the necessary record books.	sum	1		
FA 06.02.01	02009	<b>12 and 36 month inspection:</b> Allow for all the required assistance, notices, tools, equipment, etc, for the Inspection authority's inspection and tests.	sum	1		
FA 15.02.04	02010	<b>12 and 36 month inspection:</b> Preparation of boilers for hydraulic pressure tests, as required by the Occupational Health and Safety Act, No 85 of 1993, including all required equipment and tools necessary to pressurize the boiler under pressure for the inspection Authority's witnessing and certification of test.	boilers	1		
		<b><u>REQUIRED WORK TO BOILERS DURING STATUTORY INSPECTIONS</u></b>				
		<b>Boiler shell water side:</b>				
	02011	Clean out and de-scale complete boiler (acid pickle) once (1) including final refilling of the boiler with treated water.	no	1		
	02012	Replace one manhole cover seal, including the installation of all items ready for pressure testing.	no	1		
	02013	Replace all manhole, hand-hole, mud-hole cover seals and joint rings, including the installation of all items ready for pressure testing.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
	02014	Additional boiler shell thickness test, as directed by the Inspection Authority.	m <sup>2</sup>	1		
	02015	Additional boiler welding crack test, as directed by the Inspection Authority.	m <sup>2</sup>	1		
	02016	Additional X - Ray Tests to the boiler shell water side and welds, as directed by the Inspection Authority.	m <sup>2</sup>	1		
	02017	Additional Non Destructive Test to the boiler shell water side and welds, as directed by the Inspection Authority.	m <sup>2</sup>	1		
	02018	Additional Magnetic Particle Test to the boiler shell water / steam and welds, as directed by the Inspection Authority.	m <sup>2</sup>	1		
	02019	Complete de-scale, de-rust and clean boiler shell. Prepare and repaint boiler external shell with undercoat and 2 (two) coats of approved steam boiler shell coating.	m <sup>3</sup>	1		
		<b>Boiler shell gas side:</b>				
	02020	Clear and clean all fire tubes to remove dust, slag, ash, grit and foreign matter, ready for inspection.	no	1		
	02021	Brush and clean out all fire tubes by means of (shot / water blast / scatter scaler to remove carbon residue) ready for inspection.	no	1		
	02022	Inspect boiler gas side, document condition and observations and deliver report to the Authorised Inspection Authority / Departmental Representative / Engineer.	no	1		
	02023	The complete removal and replacement of steam boiler gas tubes, as specified by the boiler manufacturer. The completed work shall be inspected and certified by an Authorised Inspection Authority and witnessed by the Departmental Representative / Engineer. Relacement includes boiler commissioning.	no	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
	02024	The complete removal and replacement of boiler stay tubes, as specified by the boiler manufacturer. The completed work shall be inspected and certified by an Authorised Inspection Authority and witnessed by the Departmental Representative / Engineer. Relacement includes boiler commissioning.	no	1		
	02025	Prepare, clean and repaint all pipework / walkways / galleries (external) on boiler. Paint colour to suit existing.  <b>Boiler valves and mountings complete per boiler:</b>	m <sup>2</sup>	1		
	02026	Dismantle, remove and strip down all boiler valves.	no	1		
	02027	De-scale and clean all boiler valves and mountings.	no	1		
	02028	Inspection of all boiler valves and mountings.	no	1		
	02029	Overhauling all boiler valves by a Certified Technician.	no	1		
	02030	Hydraulic testing, setting, adjustment and reassembling of all boiler valves.	no	1		
	02031	Certification of all boiler valves in accordance with manufacturer's specification.	no	1		
	02032	Refitting, installing, testing and adjustment of all boiler valves and mountings.  <b>Refractories and brickwork:</b>	no	1		
	02033	Remove and break down all boiler refractories and brickwork.	no	1		
	02034	Recast and complete installion of all new rear flue brick work, with new on completion of inspection.	no	1		
	02035	Recast and complete installation of all new ignition and flue arches with new on completion of inspection.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>Boiler soot blowers</b>				
	02036	Dismantle, remove and strip down soot blowers.	no	1		
	02037	Clean all soot blower components.	no	1		
	02038	Inspection of soot blowers.	no	1		
	02039	Complete overhauling of boiler soot blower.	no	1		
	02040	Testing of soot blowers.	no	1		
	02041	Lubrication of soot blowers where required.	no	1		
	02042	Complete refitting, installation, testing, commissioning and adjustment of soot blower.	no	1		
	02043	Remove old redundant packing, repack soot blower with new packing, including commission and testing.	no	1		
		<b>Boiler chain grate (Stoker mat)</b>				
		<b>Remove and complete replacement of boiler chain grate damaged / defective parts. The replacement shall include the decommissioning of the boiler and all items required to install defective parts before recommission and testing boiler chain grate for full operation.</b>				
	02044	Removal and complete replacement of boiler chain grate common links.	no	1		
	02045	Removal and complete replacement of boiler chain grate drive links.	no	1		
	02046	Removal and complete replacement of boiler chain grate side links.	no	1		
	02047	Removal and complete replacement of boiler chain grate drive link rods. The replacement shall include washers and split pins.	no	1		
	02048	Removal of complete chain grate, ready for cleaning and inspection of boiler fire side.	no	1		
	02049	Re installation of chain grate after inspection, including chain grate commissioning.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>Chain grate drive mechanism and accessories</b>				
	02050	Remove and complete replacement of chain grate drive motor including complete installation.	no	1		
	02051	Remove and rewind chain grate drive motor including complete installation.	no	1		
	02052	Replace chain grate drive gearbox complete.	no	1		
	02053	Remove and total overhaul and recomission of drive gearbox, including complete installation.	no	1		
	02054	Remove and complete replacement of chain grate rear roller.	no	1		
	02055	Remove and complete replacement of chain grate front (Sprockets) roller complete.	no	1		
	02056	Remove and complete replacement of all chain grate side seals complete per boiler.	no	1		
	02057	Remove and complete replacement of chain grate carbofrax blocks end stops.( Retaining ends)	no	1		
	02058	Remove and complete replacement of chain grate carbofrax block stays/keeps.	no	1		
	02059	Remove and complete replacement of all chain grate carbofrax blocks.	no	1		
	02060	Remove and complete replacement of chain grate drive cogs. Per set of two (2).6 Sets	no	1		
		<b>Boiler lagging, insolation and steel cladding.</b>				
	02061	Remove and reinstall all removed lagging and cladding in preparation of statutory inspections as per manufacture specification.	sum	1		
	02062	Remove and complete replacement of damaged lagging / insolation sections to suit existing and installed as per manufacture specification.	m <sup>2</sup>	1		
	02063	Remove and replace damaged metal cladding sections to suit existing and installed as per manufacture specification.	m <sup>2</sup>	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
SC.12.01		<b>Boiler feed-water tank.</b>				
	02064	Service as per Technical Specification FA 15.03.02	sum	1		
	02065	Remove and replace lagging and insulation with new galvanised sheeting to suit existing.	m <sup>2</sup>	1		
		<b><u>FEED-WATER EQUIPMENT AND CONTROLS</u></b>				
		<b>Feedwater tank additional requirements:</b>				
	02066	Adjust make-up water ball float valve to correct level.	sum	1		
	02067	Check and adjust tank temperature control system c/w all valves and sparge pipe.	sum	1		
		<b>Boiler feed-water pumps:</b>				
SC.12.02	02068	Complete replacement of 1 (one) boiler feed pump and motor complete to match manufacturer's specifications.	no	1		
	02069	Isolate boiler, strip, dismantle, de-scale and clean out feed water-pumps.	set	1		
	02070	Inspect and report on condition of pump and motor components.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
	02071	Replace packings, seals, pump and pump motor bearings and gaskets.	no	1		
	02072	Replace and worn-out or/and damaged impellers, diffusers and stage casings to suit existing, all inclusive of all gaskets and seals.	sum per stage	1		
	02073	Clean out pump strainers	set	1		
	02074	Inspect and repair pump mountings	set	1		
	02075	Remove insulation and cladding from feed water suction line and delivery line and set cladding aside for reuse. Replace insulation with rock wool insulation, refit cladding and paint over if applicable to mild steel.	m <sup>2</sup>	1		
	02076	Overhaul existing feed water check valves and test for correct operation.	no	1		
		Refit, install and test feed-water pumps	set	1		
		<b>Boiler water - level equipment and controls:</b>				
	02077	Dismantle, strip, de-scale and clean, replace dual and single switch float operated controls (Mobrey type)	set	1		
	02078	Supply and install new switch float operated controls (Mobrey type)	no	1		
	02079	Dismantle, strip, de-scale and clean both (2) water-level gauge glasses. Replace all with new, gauge glasses, rubbers, graphite gaskets and refit to boiler. Graphite Spindle bushes and spindles)	set	1		
	02080	Supply and install new single gauge glass with two rubbers. Refit to boiler.	no	1		
	02081	Supply and install new single gauge glass shut off valve shaft handle. Refit to boiler.	no	1		
	02082	Supply and install new single gauge glass shut off valve shaft. Refit to boiler.	no	1		
	02083	Supply and install new single gauge glass shut off valve graphite gasket. Refit to boiler.	no	1		
	02084	Dual and single level controls to be overhauled, inspected, tested, adjusted and refitted.	set	1		
	02085	Test alarm levels and operation and recalibrate.	set	1		
SC.12.02	02086	Test dual mobrey controls for correct operation and recalibrate.		1		
	02087	Inspect repair, reconditioning, commissioning, high water level controls.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
	02088	Inspect repair, reconditioning, commissioning, low water level controls.	no	1		
	02089	Remove and complete replacement / commissioning of new low water level control.	no	1		
	02090	Remove and complete replacement / commissioning of new high water level control.	no	1		
	02091	Remove and complete replacement / commissioning of new water level control alarm.	no	1		
		<b>Additional boiler related items</b>				
	02092	Inspect, test, service and recalibrate steam pressure gauge. Includes issue of certificate.	no	1		
	02093	Remove and repack gland packing on boiler main crown valve.	no	1		
	02094	Remove and repack boiler blowdown gland packing with new packing, including new stainless steel studs, nuts and washers.	no	1		
	02095	Remove and replace ID fan belts (one), including commissionion.(Match sets)	no	1		
		<b>Boiler chemicals and softner plant</b>				
	02096	Remove, supply and install new pressure pump and electric motor, to suit existing. Including commissioning.	no	1		
	02097	Remove, supply and install new pressure pump pressure vessel and bladder, to suit existing. Including commissioning.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
	02098	Remove, supply and install new pressure pump gauge, non return valve and pressure switch, to suit existing. Including commissioning.	no	1		
	02099	Supply, delivery and installation of steam boiler chemical plant for boiler working at full capacity, minimum of 17 hours per day, 7 days a week. Chemicals supplied shall conform to the boiler manufactures specification. Sufficient boiler chemical shall be kept on site at all times and the item shall be priced all inclusive for one months supply of chemicals.	no	1		
		<b>Ducting:</b>				
	02100	Inspect and clean all gas ducting	no	1		
	02101	Replace all joint seals and gaskets with new	no	1		
	02102	Prepare and repaint gas ducting	m <sup>2</sup>	1		
	02103	Weld socket on gas ducting and install new dial type gas thermometer to suit existing.	no	1		
	02104	Remove and replace main stack support brackets and cables.( Price per stack )	no	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b><u>COAL HANDLING AND CONVEYING EQUIPMENT</u></b>				
		<b>Coal bunker:</b>				
	02105	Inspect and clean out coal bunker for full access to the complete coal screw below ground level. Allowance shall be made by the contractor for the removal of coal.	m <sup>3</sup>	1		
	02106	Reinstall coal removed from coal bunker. Allowance shall be by the contractor for the install of coal.	m <sup>3</sup>	1		
	02107	Supply, deliver, install, test, commission and handing-over of a new permanent 1.5 Kw submersible pump installation inside coal conveying equipment chamber below coal bunkers. (Coal bunker drain sump)	no	1		
	02108	Remove, clean, test, reinstall and commission submersible pump inside coal conveying equipment chamber, below coal bunkers.	no	1		
		<b>Coal conveying equipment:</b>				
	02109	Remove and complete replacement of high level vertical coal screw with equivalent new unit, complete screw with new tube casing.	no	1		
	02110	Dismantle, strip down and replace worn flights on vertical coal screw shaft, refit.	M	1		
	02111	Inspect and service conveyor gearbox drive chains and gears.	no	1		
	02112	Remove and complete replacement of conveyor gearbox to suit existing.	no	1		
	02113	Remove and complete replacement of two (2) conveyor gearbox drive chain gears to suit existing.	no	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
	02114	Test, inspect, service, commission motor drives and gear boxes, including testing windings for	no	1		
	02115	Lubricate all required lubrication points and replace gearbox oil as directed by the	no	1		
	02116	Remove and complete replacement of boiler coal receiving hopper and coal shut-off door.	no	1		
	02117	Remove and complete replacement of coal screw control panel/s. To match existing installation.	no	1		
	02118	Inspect, clean, test electrical control panel and controls.	no	1		
	02119	Prepare and clean complete coal screw casing, prepare and repaint with two coats of approved paint.	no	1		
	02120	Remove and complete replacement / commissioning of new coal screw drive motor and coupling, including commission.	no	1		
	02121	Remove and complete replacement of new vertical coal screw gearbox and coupling, including commissioning. Gearbox shall suit existing.	no	1		
	02122	Remove and complete replacement / commissioning of horizontal cross feed coal screw with gear box and motor. Gearbox shall suit existing.	no	1		
	02123	Remove and complete replacement of horizontal coal screw 150 mm diameter x 12 m.	no	1		
	02124	Remove and complete replacement of coal screw outer tube 150 mm or to suit diameter x 12 m. inclusive of flanges and bolts.	no	1		
	02125	Remove and complete replacement of coal screw coupling.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>COAL TESTING</b> <b>NOTE: COAL SUPPLIED BY USER DEPARTMENT</b>				
	02126	Test coal and report back to Departmental Representative / Engineer on conformance/non-conformance of coal as specified by the boiler manufacturer. Coal testing shall include, collecting sample, transport, test, certification from a approved laboratory. Priced per sample test.	no	1		
		<b>ASH AND GRIT REMOVAL EQUIPMENT</b> <b>NOTE:</b>				
		<b>Grit collectors:</b>				
	02127	Inspect, clean out all grit, dust and foreign matter, including inspection of grit collector supports and casing material.	sum	1		
	02128	Inspect all access ports and discharge ports, and replace all joint seals and gaskets with new.	no	1		
		Prepare and repaint complete grit collector, support structure and casing.	m <sup>2</sup>	1		
		<b>Ash and grit trolleys:</b>				
SC.12.02	02129	The supply, delivery and replacement of (set of 2) new ash trolley wheels to suit existing.(per trolley)	no of sets	1		
	02130	The supply and delivery of a new replacement ash trolley complete, to suit existing.	no	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b><u>ELECTRICAL INSTALLATION, WIRING AND CONTROL PANELS</u></b>				
		<b>Boiler Room Distribution Board</b>				
	02131	All wiring to be tidied up, neatly bundled and secured to backing plates, including replacement of an new updated legend card. Submit condition assessment report.	sum	1		
	02132	Removal and replacement of complete Boiler room main distribution board to match existing/comply with current electrical standards including the submission of a Certificate of Compliance.	no	1		
	02133	Inspect, test, service and clean all instrumentation and control equipment.	no	1		
		<b>Boiler mounted electrical control panels:</b>				
	02134	Inspect, test, service and clean all the electrical boiler control panels. Submit condition assessment report.	no	1		
	02135	Any additional tests which may be required by the Departmental Representative / Engineer resulting from the above inspections.	prov			R 400 000.00
	02136	Attendance and profit on item 02274	sum	%		
	02137	All wiring to be tidied up, neatly bundled and secured to backing plates, including replacement of an new updated legend card. Submit condition assessment report.	sum	1		
	02138	Removal and replacement of complete Boiler room main distribution board to match existing/comply with current electrical standards including the submission of a Certificate of Compliance.	no	1		
	02139	Inspect, test, service and clean all instrumentation and control equipment.	no	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>Boiler mounted electrical control panels:</b>				
	02140	Inspect, test, service and clean all the electrical boiler control panels. Submit condition assessment report.	no	1		
	02141	Any additional tests which may be required by the Departmental Representative / Engineer resulting from the above inspections.	prov			R 400 000.00
	02142	Attendance and profit on item 02274	sum	%		
		<b>General lighting installation:</b>				
		Remove and complete replacement / commissioning of faulty double tube, 58 Watt open channel fluorescent LED fitting	no	1		
	02143	Remove and complete replacement / commissioning of faulty High Bay fitting (Mercury vapour 250 Watt)	no	1		
		<b>Electrical conductors and switchgear</b>				
	02144	P. V. C. single core 600/1000 volt grade conductors supplied and drawn into conduit and measured from point to point.				
	02145	1.5 mm <sup>2</sup>	m	1		
	02146	2.5 mm <sup>2</sup>	m	1		
	02147	4 mm <sup>2</sup>	m	1		
	02148	6 mm <sup>2</sup>	m	1		
	02149	10 mm <sup>2</sup>	m	1		
		<b>Bare copper stranded earth conductor supplied and drawn into conduit with other conductors and measured point to point.</b>				
	02150	2.5mm <sup>2</sup>	m	1		
	02151	4mm <sup>2</sup>	m	1		
	02152	6mm <sup>2</sup>	m	1		
	02153	10mm <sup>2</sup>	m	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>Circuit breaker supplied, installed and connected in distribution board:</b>				
	02154	32 A 15 k A single pole	no	1		
	02155	20 A 15 k A single pole	no	1		
	02156	50 A 15 k A single pole	no	1		
	02157	63 A 15 k A triple pole	no	1		
	02158	160 A 15 k A triple pole	no	1		
		<b>Circuit breaker type isolator supplied, installed and connected in distribution board</b>				
	02159	30 A Double pole isolator	no	1		
	02160	60 A Double pole isolator	no	1		
	02161	60 A Triple pole isolator	no	1		
		<b>Electrical 3 phase motor over loads supplied, installed and connected.</b>				
	02162	220 v motor overload	no	1		
	02163	380 v motor overload	no	1		
		<b>Electrical 3 phase boiler electrical panel relays supplied, installed and connected.</b>				
	02164	Combustion control unit	no	1		
	02165	VSD control Siemens/Delta	no	1		
	02166	Boiler water feed pumps relays complete for pump set.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b><u>BOILER HOUSE ANCILLARY EQUIPMENT</u></b>				
		<b>Blow-down sump:</b>				
02167		Clean blow down sump drain into existing sewage system.	no	1		
02168		Inspect, clean all blow-down gullies, secure piping and test for correct blowdown operation.	no	1		
02169		Repair existing boiler house blow down trench where concrete is cracked and unstable.	m <sup>2</sup>	1		
02170		Repair fixing points for covering. Protect covering from corrosion with etch coat primer, paint and make secure and safe.	m <sup>2</sup>	1		
		<b>Ladders and galleries on one (1) boiler:</b>				
02171		Clean and inspect ladders and galleries (Cat walks) for any defects, corrosion, mountings and supports.	m	1		
02172		Repair ladder steps, side rails, gallery (Cat walk) floors and hand rails.	m	1		
02173		Prepare and repaint ladders and galleries (Cat walks).	m <sup>2</sup>	1		
		<b>Painting of equipment, plant and building:</b>				
02174		Clean boiler house interior walls (where painting is not required).	sum	1		
02175		Clean and prepare walls for painting. Repaint boiler house interior walls with two coats of high quality approved paint, in accordance with the Department's specification PW 371	sum	1		
02176		Clean and prepare for painting, and repaint boiler house interior floor complete and demarcation lines in accordance with the Department's specification PW 371.	sum	1		
02177		Clean and prepare for painting, and repaint Boiler House interior roof structural steel, doors and frames, inside roof, etc, in accordance with the Department's specification PW 371.	sum	1		
		<b>Carried Forward</b>				



Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>BOILER HOUSE PIPED INSTALLATIONS</b>				
		<b>Steam and condensate installation:</b>				
02178		Clean, test, inspect, service all steam and condensate pipe, fittings, accessories, components and equipment inside the boiler house.	sum	1		
02179		Repair and complete recondition of existing steam traps sets including steam and water side valves.	no	1		
		<b>Blow-down pipe installation, per one (1) boiler:</b>				
02180		Clean out blow-down pipe channel and remove all old blow-down piping, drain pipework and accessories. (Ensure that the drainage point is piped correctly into the drain pit and functioning properly)	m	1		
02181		All blow-down and drains pipework to be removed and replaced with steam schedule 40 piping and welded fittings. (Ensure that the drainage point is piped correctly into the drain pit and functioning properly)	m	1		
		<b>BOILER HOUSE MANAGEMENT</b>				
02182		Establish and implement a system for the system efficiency and boiler performance audit. FA- 14	no	1		
		<b>Boiler House Tools and Equipment</b>				
		<b>Supply new tools and equipment equipment to be utilized for the daily operation of the boiler house and related systems.</b>				
02183		Steam boiler blowdown spanner	no	1		
02184		Steam boiler grate crank handle spanner	no	1		
02185		Coal shovel (spade)	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>BOILER HOUSE OPERATION</b>				
	02186	Full operation of steam boilers. Priced all inclusive per month for all <b>qualified</b> operators / supervision and related personal to operate and manage the boilers for a minimum of 17 hours per day, 7 day a week, 2 shifts per 17 hours to comply with the Labour Relations Act 66 of 1995 (LRA) [ NB: this law was amended in 2002 and the Basic Conditions of Employment Amendment Act 2002. NB: This boiler operation is for two prison.	month	36		
		<b>Other boiler related items</b>				
	02187	Any additional replacements which may be deemed necessary by the Departmental Representative / Engineer.	prov			R 2 000 000.00
	02188	Attendance and profit on item 02316	sum	%		
<b>Amount carried forward to final summary page</b>						

**Schedule 3**

**FB - Steam Distribution**

Ref	Item	Description	Unit	QTY	Rate	Amount
		<b>Steam pipework, see PFB.01 for further information</b>				
SC12.03	03001	Repair where leaking as per Technical Specification FB12.03(x10 locations)	no	1		
FB 12.03 FB 12.04		<b>Replacement of existing steam pipe sections, including removal of old pipe line. This shall include cutting, preparing, welding, weld testing by AIA and fitting into place.</b>				
FB 12.03	03002	15 NB dia. steam pipe with welded seams	m	1		
FB 12.03	03003	20 NB dia. steam pipe with welded seams	m	1		
FB 12.03	03004	25 NB dia. steam pipe with welded seams	m	1		
FB 12.03	03005	50 NB dia. steam pipe inclusive of pipe flanges	m	1		
FB 12.03	03006	80 NB dia. steam pipe inclusive of pipe flanges	m	1		
FB 12.03	03007	100 NB dia. steam pipe inclusive of pipe flanges	m	1		
FB 12.03	03008	150 NB dia. steam pipe inclusive of pipe flanges	m	1		
FB 12.03						
FB 12.03						
FB 12.03						
FB 12.03 FB 12.04		<b>Replacement of new galvanized pipe cladding and lagging for the below pipe sizes, to include fitment:</b>				
FB 12.03	03009	15 NB. steam pipe	m	1		
<b>Carried Forward</b>						

Ref	Item	Description	Unit	QTY	Rate	Amount
<b>Brought Forward</b>						
FB 12.03	03010	20 NB dia. steam pipe	m	1		
FB 12.03	03011	25 NB dia. steam pipe	m	1		
FB 12.03	03012	50 NB dia. steam pipe	m	1		
FB 12.03	03013	80 NB dia. steam pipe	m	1		
FB 12.03	03014	100 NB dia. steam pipe	m	1		
FB 12.03	03015	150 NB dia. steam pipe	m	1		
FB 12.03	03016	Replacement of pipe diameter 15 - 25 mm as per Technical Specification FB12.03	m	1		
FB 12.03	03017	Replacement of pipe diameter 32 - 50 mm as per Technical Specification FB12.03	m	1		
FB 12.03 SC12.03	03018	Replacement of pipe diameter 65 - 150 mm	m	1		
FB 12.03 FB 12.04		<b>Replacement of existing condensate copper pipe sections 460/2 only, including removal of old pipe line. This shall include cutting, preparing, soldering, weld testing by AIA and fitting into place.</b>				
	03019	22 mm dia. condensate pipe	m	1		
	03020	28 mm dia. condensate pipe	m	1		
	03021	35 mm dia. condensate pipe	m	1		
	03022	42 mm dia. condensate pipe	m	1		
	03023	54 mm dia. condensate pipe	m	1		
<b>Carried Forward</b>						

Ref	Item	Description	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
SC12.03	03024	<b>Valves, see PFB.01 for further information</b> Replace valves with equivalent, as per reference to Technical Specification FB 12.10	number	1		
	03025	Service valves as per Technical Specification FB 12.10	number	1		
FB 12.10		<b>Replacement of the following steam valve sizes including removal of old and installation of new valves. (globe valves s/steel seat):</b>				
	03026	15 NB dia. steam globe s/steel seat	number	1		
	03027	20 NB dia. steam globe s/steel seat	number	1		
	03028	25 NB dia. steam globe s/steel seat	number	1		
	03029	32 NB dia. steam globe s/steel seat	number	1		
	03030	50 NB dia. steam globe s/steel seat	number	1		
	03031	65 NB dia. steam globe s/steel seat flanged	number	1		
	03032	80 NB dia. steam globe s/steel seat flanged	number	1		
	03033	Replace 15 mm dia. steam globe valves and fit new 1,5m 15mm shed 40 steam pipe to all existing dirt pockets on steam distribution installation. This shall include reducing bush nipples, brackets and installation.	no	1		
FB 12.10	03034	<b>Replacement of the following condensate valve sizes including removal of old and installation of new valves. (globe valves PTFE seat):</b>				
	03035	15 mm dia. PTFE seat	number	1		
	03036	22 mm dia. PTFE seat	number	1		
	03037	28 mm dia. PTFE seat	number	1		
	03038	35 mm dia. PTFE seat	number	1		
	03039	42 mm dia. PTFE seat	number	1		
	03040	54 mm dia. PTFE seat	number	1		
<b>Carried Forward</b>						



Ref	Item	Description	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>Condensate transfer tank, see PFB.01 for further information</b>				
SC12.03	03041	Service tank and pumps as per Technical Specification FB12.09.02	number	1		
	03042	Service valves as per Technical Specification FB 12.10	number	1		
FB 12.09	03043	Inspect and report on condensate pumps system, condition and status.	sum	1		
FB 12.09	03044	Drain, clean out and inspect condensate tanks for any defects or damages.	number	1		
FB 12.09	03045	Test, service and inspect level controls.	sum	1		
FB 12.09.02		<b>Inspect, service and repair electrical condensate pumps including the following:</b>				
	03046	Inspect and test the pumps for correct operation.	set	1		
	03047	Replace gland packings, seals and gaskets	set	1		
	03048	Inspect and test for any bearing noise and replace if necessary.	set	1		
	03049	Clean out pump strainers, check non-return valves, valves, etc.	set	1		
	03050	Test pump motor windings for balance phases, insulation test and check wiring.	set	1		
	03051	Inspect pump mountings and repair if necessary.	set	1		
FB 12.11.02	03052	Inspect, service, repair and test electrical control panels.	no	1		
	03053	Supply and install additional condensate pumps including modification to suction and delivery piping and installation of isolating valves and check valves.	no	1		
	03054	Modify controls and wiring for twin pump installation including supply of additional high level control.	number	1		
		<b>Carried Forward</b>				

Ref	Item	Description	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>Steam traps, see PFB.01 for further information.</b>				
SC12.03	03055	Remove and service as per Technical Specification FB12.06 (x40)	no	1		
FB 12.06		<b>Replace steam traps, including removal of existing trap, all required work for installation of new steam trap for the following sizes:</b>				
	03056	Inverted bucket 20 NB dia	no	1		
	03057	Ball float 15 NB dia	no	1		
	03058	20 NB dia	no	1		
	03059	Type 8 adjustable thermostatic 20 NB dia.	number	1		
<b>Carried Forward</b>						

Ref	Item	Description	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b>Pressure reducing valves</b>				
	03060	Repair, service, all pressure reducing valve including documented bench testing certificate.	no	1		
	03061	Repair, service, safety valve including documented bench testing certificate.	no	1		
	03062	Replace 25NB steam PRV station, pressure reducing valve to be set to existing installation requirements.	no	1		
	03063	Complete refurbishment of boiler safety valve.	no	1		
	03064	Clean, service and blow out dirt pockets.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description	Unit	QTY	Rate	Amount
<b>Brought Forward</b>						
FB 12.03.01		<b>Bracketing</b>				
		<b>Ancillary Equipment</b>				
		<b>Steam quality stainless steel braided flexible hosing 10 bar rating 1,5 m long:</b>				
FB 12.03	03065	15 NB dia.	no	1		
FB 12.03	03066	20 NB dia.	no	1		
	03067	25 NB dia.	no	1		
		<b><u>PAINTING</u></b>				
	03068	Painting of existing pipe work including wire brushing and priming. Pipe diameter up to 50 NB.	Per running m	1		
		<b>Additional items</b>				
FB 12	03069	Waterproof pipe bracket penetrations through insulation cladding.	no	1		
		<b>Other steam or condensate related items</b>				
	03070	Any additional replacements which may be deemed necessary by the Departmental Representative / Engineer.	prov			2 000 000.00
	03071	Attendance and profit on item 03093	sum	%		
		<b>Amount carried forward to final summary page</b>				

### Schedule 4

FC - Hot water generation						
Ref	Item	Description	Unit	QTY	Rate	Amount
11.04		<b>DETAIL REPAIR WORK</b>				
		<b>STORAGE CALORIFIER INSTALLATION</b>				
		<b>Supply and installation of hot and cold water isolating valves.</b>				
	04001	15 mm dia.	no	1		
FC 11.07	04002	22 mm dia.	no	1		
FC11.07	04003	28 mm dia.	no	1		
	04004	35 mm dia.	no	1		
	04005	54 mm dia.	no	1		
		<b>Replacement of cold water inlet strainer</b>				
	04006	54 mm dia.	no	1		
		<b>Replacement of non return valve</b>				
	04007	54 mm dia.	no	1		
	04008	Replacement of cold water inlet expansion relief valve.	no	1		
	04009	Replacement of combination air release and vacuum breaker valve.	no	1		
	04010	Replacement of temperature and pressure operated safety valve.	no	1		
<b>Carried Forward</b>						

Ref	Item	Description	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
	04011	Replacement of rock wool insulation and galvanized cladding..	m <sup>2</sup>	1		
	04012	Replacement of hot water circulating pump - split casing type separate drive 1450 rpm bronze impeller	no	1		
		<b><u>NEW AND ADDITIONAL PIPE WORK</u></b>				
		<b>Replacement of new class 2 (two) copper pipe sections. This shall include cutting, preparing, soldering and testing for the following pipe sizes:</b>				
FC 12.05	04013	15 mm dia. Pipe	m	1		
	04014	22 mm dia. pipe	m	1		
	04015	28 mm dia. pipe	m	1		
	04016	35 mm dia. pipe	m	1		
	04017	42 mm dia. pipe	m	1		
	04018	54 mm dia. pipe	m	1		
		<b><u>THERMOMETRES AND PRESSURE GAUGES</u></b>				
	04019	Replacement of dial type thermometer brass pocket. 100 mm dial diameter.	no	1		
	04020	Replacement of calorifier water side glycerine filled 100 mm diameter pressure gauge c/w stop and blow off cock and copper pig tail.	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description	Unit	QTY	Rate	Amount
		<b>Brought Forward</b>				
		<b><u>SACRIFICIAL ANODES</u></b>				
	04021	Replacement of 32 dia x 500 long magnesium sacrificial anodes with stainless steel core.	no	1		
SC.12.01	04022	Decommissioning and Testing prior to repair work as per Technical Specification FC03 & FC09, and Additional specification SC10	sum	1		
		<b><u>REPLACE CALORIFIER</u></b>				
		<b><u>Repacement calorifiers shall include all required accessories and commissioning</u></b>				
		<b>Calorifier, see PFC.01 for further information</b>				
SC12.02	04023	Remove and replace with equivalent as per Technical Specification FC11.04.02 - 12000 litre tank	no	1		
SC12.02						
SC12.02						
		<b>Calorifier, see PFC.01 for further information</b>				
SC12.02	04024	Remove and replace with equivalent as per Technical Specification FC11.04.02 - 5000 litre tank	no	1		
		<b><u>REPAIR AND SERVICE CALORIFIER</u></b>				
		<b>Calorifier -6, see PFC.01 for further information</b>				
SC12.02	04025	Repair leaking flange and service as per Technical Specification FC11.04.01	no	1		
		<b>Connecting flanges, see PFC.01 for further information</b>				
SC12.02	04026	Replace with equivalent (x10) as per Technical Specification FC11.04.02	no	1		
		<b>Feedwater tank, see PFC.01 for further information</b>				
SC12.02	04027	Replace with equivalent pump with reference to Technical Specification FC 11.10	no	1		
		<b>Carried Forward</b>				

Ref	Item	Description Brought Forward	Unit	QTY	Rate	Amount
FC 11.06		<b>Additional items</b>				
		<b>Perform pressure test on existing calorifiers and provide updated test certificate for each calorifer (certificate to be endorsed by an authorised independent inspection authority) - FC 11.06</b>				
FC12.06	04028	Calorifier shell -	no	1		
FC 12.06	04029	Calorifier heating coil	no	1		
		<b>Removal test and replacement of new heating coil for calorifiers 1,5 hrs recovery to 50 deg C.</b>				
	04030	5000 litres	no	1		
	04031	12000 litres	no	1		
		<b><u>STERILISATION OF WATER INSIDE AN</u></b>				
	04032	Wherever new potentially contaminated (chemically or other) components are assembled to the system, the affected installations shall be sterilised as per FC11.08 to protect and ensure the safety of the end users.	Per litre	1		
FC11.08	04033	Recommission installation on completion of repair work as per Technical Specification FC 11. 09; and Additional Specification SC 11	no	1		
SC12.03		<b>Other hot water related items</b>				
	04034	Any additional replacements which may be deemed necessary by the Departmental Representative / Engineer.	prov			R 2 000 000.00
	04035	Attendance and profit on item 04046	sum	%		
		<b>Amount carried forward to final summary page</b>				



**Port Elizabeth Regional Office  
Fort Glamorgan Mdantsane Prison: 36-Month Boiler Term Contract**

**Schedule 5**

Dayworks

Payment refers to	Item	Description	Unit	QTY	Rate	Amount
		Amounts for expected transport, material and labour costs over the maintenance period of 36 months				
		<u>TRANSPORT COSTS (in transit to site)</u>				
	05001	Transport costs are for a Vehicle with a load of (1) Ton. Inclusive of travelling time for a technician and (1) assistant (Provisional)	km	300 000		
		<u>MATERIAL COSTS</u>				
		Provisional amount allowed for non-scheduled items to be used for breakdowns or minor repairs where deemed necessary.	Sum	1		R 5 000 000.00
	05002	Provisional % Amount	%	.....		
		Labour costs for installations and breakdowns will include for all overhead and statutory rates required by law. (Hours for traveling measured under "Transport")				
	05003	Technician normal time (Provisional)	hrs	6000		
	05004	Assistant normal time (Provisional)	hrs	6000		
	05006	Technician overtime, including public holidays (Provisional)	hrs	2000		
	05007	Assistant overtime, including public holidays (Provisional)	hrs	2000		
		<b>Amount carried forward to final summary page</b>				



Summary Fort Glamorgan & Mdantsane Prison 36-Month Boiler Term Contract		
	Tender No PET11/2021	
Schedule no.	Description	Amount
1	Preliminaries and General	R
2	Steam Generation (FA)	R
3	Steam Distribution (FB)	
4	Hot water Generation (FC)	R
5	Dayworks	R
6	Total works Sched 1 to 5	R
7	Sub Total	R
8	15%VAT	R
Tender Sum carried to: 'Form of Offer and Acceptance' DPW-07-EC		R