



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

BID NO: PT24/056
Closing Date: 03 February 2025
Closing Time: 11H00 am
Bid Briefing Meeting Date: N/A
Bid Briefing Meeting time: N/A

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
AVN Building
Cnr Nana Sita and Thabo Sehume Street
Pretoria
0001

SCM SPECIFIC ENQUIRIES:

Enquires: **Nkululeko Chauke**
Tel No: **012 492 3188** during office hours
Cell No: **N/A**
Email Address: Nkululeko.chauke@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Michael Moronga**
Tel No: **012 310 5933** during office hours
Cell No: **071 363 5628**
Email Address: Michael.moronga@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	PT24/056	
Bid/ Project Description	MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS	
Bid Closing date & Time	Monday, 03 February 2025	Closing Time: 11H00 am
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> N/A	<i>Time of Bid Briefing (if any)</i> N/A
Venue	N/A	
SCM SPECIFIC ENQUIRIES:	Nkululeko Chauke	Nkululeko.chauke@dpw.gov.za
	012 492 3188	N/A
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Michael Moronga	Michael.moronga@dpw.gov.za
	012 310 5933	071 363 5628
Bid Validity Period	84 calendar days	
Bid Document Price	R 300.00	
Procurement Plan Reference Number	1672	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS		
Bid no:	PT24/056	Procurement Plan Reference no:	1672
Advertising date:	Friday, 13 December 2024	Closing date:	Monday, 03 February 2025
Closing time:	11H00 am	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 ME** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or Not applicable Not applicable PE*** or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE

- 2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria ¹ :	Weighting factor:
1. 1. Entity Bidding Work Experience on Projects Completed: Entity bidding experience in boilers and steam reticulation related projects (please attach copy of appointment letter and corresponding completion certificate or confirmation letter on a client letter head and contactable references) 1.1 Five previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project= 05 points 1.2 Four previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project =04 points 1.3 Three previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project =03 points 1.4 Two previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project =02 points 1.5 One previous relevant completed project in the last 10 years with a value of R5 200 000.00 =01 point 1.6 No previous relevant completed projects in the last 10 years= 0 point	30

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

2.	2. Key personnel - Human Resource Assigned personnel in relation to the scope of operation and maintenance of boilers and steam reticulation. Attach CV's showing number of years of experience, certified copies of qualifications, certificates and ID copies, certification must not be older than six (06) months on the closing date of the tender. (i) Technician with National Diploma/Degree or higher in Electromechanical or Mechanical Engineering registered with ECSA (ii) Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate (iii) Artisan with accredited trade test certificate as either fitter, turner, milright, boiler maker or electrician. Note: 2 x Artisans - 1x Mechanical and 1x Electrical 2.1 • Technician with National Diploma/Degree or higher in Electro mechanical or Mechanical Engineering, registered with ECSA with 5 years or more of experience (post registration) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year or more of experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 5 years or more relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 05 points. 2.2 • Technician with National Diploma/Degree or higher in Electro mechanical or Mechanical Engineering, registered with ECSA with 4 years or more but less than 5 years of experience (post qualification) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 4 years or more but less than 5 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 04 points. 2.3 • Technician with National Diploma/Degree or higher in Electro mechanical or Mechanical Engineering, registered with ECSA with 3 years or more but less than 4 years of experience (post qualification) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 3 years or more but less than 4 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 03 points. 2.4 • Technician with National Diploma/Degree or higher in Electro mechanical or Mechanical Engineering, registered with ECSA with 2 years or more but less than 3 years of experience (post qualification)	30
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	• Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 2 years or more but less than 3 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 02 points. 2.5 • Technician with National Diploma/Degree or higher in Electro mechanical or Mechanical Engineering, registered with ECSA with 1 year or more but less than 2 years of experience (post qualification) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 1 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 1 year or more but less than 2 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 01 point. -Non submission of the above, the bidder will score zero. Note: The team must include Technician, Safety Officer and Artisan. The team will be deemed incomplete if not all key staff are included. Therefore, the service provider will forfeit points.	
3.	3. Project Execution Plan (PEP) For the bidder to be allocated five (05) points, the bidder must submit with the tender the following: 3.1 Project specific PEP based on the contract duration in the contract data (36 months) reflecting the following: 3.1.1 Key activities 3.1.2 Show critical path 3.1.3 Show logical sequencing of activities 3.1.4 Show duration of key activities 3.1.5 Project Specific Method Statement 3.1.6 Project Specific Quality Management Plan Note: The above will be evaluated as a cluster, any omission of the above will result in a zero (0) score.	10
4.	4. INFRASTRUCTURE, TRANSPORT AND EQUIPMENT Original certified copies of vehicle registration certificate or rental agreement, proof of ownership or letter of intent to lease premises and Workshop which is based in Gauteng Area, written letter for inventory of Special tools and equipment must be attached to the tender document. 1 x loading delivery vehicle (LDV), Equipment, workshop and Specialised tools Specialised tools: Oxy-acetelene cylinders, tube/pipe benders, hygrometer, multi-meter, pipe cutters. Note: The above will be evaluated as a cluster, any omission of the above will result in a zero (0) score.	15



5.	4. BANK RATING The bidder must submit an original stamped bank rating letter or certified copy of such a letter which is not older than 6 months at the closing of the tender a. Rating A = 5 points b. Rating B = 4 points c. Rating C = 3 points d. Rating D = 2 points e. Rating E = 1 point Non-submission of any of the above = 0 points.	15
TOTAL		100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
9.	☒	The bidder shall submit with the tender, proof that they have an active CIDB Grading designation of 5 ME or higher at the closing date of the tender. In case of Joint Venture, the bidder must submit consolidated CIDB certificate of 5 ME or higher

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

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5.	☐	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
6.	☒	Data provided by the Service Provider (C1.2.3) completed.

7.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
9.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10.	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11.	☒	Submission of PA-16.1 (EC): Ownership Particulars.
12.	☒	In case of joint venture bidders must complete and submit separate PA-11
13.	☒	In case of Joint Venture, bidders must submit a consolidated CSD.

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

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

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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) .	10	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) .	2	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any Account or statement which is in the name of the Bidder. - Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory) .	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) .	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) .	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC).

Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 and 10 years.

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017; as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

(d)	CIDB BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)	CIDB Standard for Developing Skills through Infrastructure Projects Government Gazette 36760 of 23 August 2013 for official version, June 2020 version 2. www.gpwonline.co.za	Applicable

9. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za/
www.publicworks.gov.za

☒ Alternatively, Bid documents may be collected during working hours at the following address NDPWI
251 Nana Sita Street, AVN Building, Pretoria, 0001.

A non-refundable bid deposit of **R 300.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	N/A		
Virtual meeting link:	"N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> N/A	Starting time:	<i>Time of Bid Briefing (if any)</i> N/A

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Michael Moronga	Telephone no:	012 310 5933
Cellular phone no	071 363 5628	Fax no:	N/A
E-mail	Michael.moronga@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	Nkululeko Chauke	Telephone no:	012 492 1388
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Cellular phone no	N/A	Fax no:	N/A
E-mail	Nkululeko.chauke@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Monday, 03 February 2025

Closing Time: 11H00 am

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 229 Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure 251 Nana Sita Street AVN Building Pretoria 0001
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EVALUATION ON FUNCTIONALITY

1. Entity Bidding Work Experience on Projects Completed: Entity bidding experience in boilers and steam reticulation related projects (please attach copy of appointment letter and corresponding completion certificate or confirmation letter on a client letter head and contactable references) 1.1 Five previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project= 05 points 1.2 Four previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project =04 points 1.3 Three previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project =03 points 1.4 Two previous relevant completed projects in the last 10 years with a value of R 5 200 000.00 for each project =02 points 1.5 One previous relevant completed project in the last 10 years with a value of R5 200 000.00 =01 point 1.6 No previous relevant completed projects in the last 10 years= 0 point	30
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2. Key personnel - Human Resource Assigned personnel in relation to the scope of operation and maintenance of boilers and steam reticulation. Attach CV's showing number of years of experience, certified copies of qualifications, certificates and ID copies, certification must not be older than six (06) months on the closing date of the tender. (i) Technician with National Diploma/Degree or higher in Electromechanical or Mechanical Engineering registered with ECSA (ii) Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate (iii) Artisan with accredited trade test certificate as either fitter, turner, milright, boiler maker or electrician. Note: 2 x Artisans - 1x Mechanical and 1x Electrical 2.1 • Technician with National Diploma/Degree or higher in Electromechanical or Mechanical Engineering, registered with ECSA with 5 years or more of experience (post registration) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year or more of experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 5 years or more relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 05 points. 2.2 • Technician with National Diploma/Degree or higher in Electromechanical or Mechanical Engineering, registered with ECSA with 4 years or more but less than 5 years of experience (post qualification) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 4 years or more but less than 5 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 04 points. 2.3 • Technician with National Diploma/Degree or higher in Electromechanical or Mechanical Engineering, registered with ECSA with 3 years or more but less than 4 years of experience (post qualification) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 3 years or more but less than 4 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 03 points. 2.4 • Technician with National Diploma/Degree or higher in Electromechanical or Mechanical Engineering, registered with ECSA with 2 years or more but less than 3 years of experience (post qualification)	30
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• Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 2 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 2 years or more but less than 3 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 02 points. 2.5 • Technician with National Diploma/Degree or higher in Electromechanical or Mechanical Engineering, registered with ECSA with 1 year or more but less than 2 years of experience (post qualification) • Safety Officer with relevant built environment qualification, must be registered with SACPCMP as a Professional or Candidate with a minimum of 1 year experience (post qualification) • 1 x Artisan with Accredited trade test as either fitter, turner, milright, boiler maker or electrician + 1 year or more but less than 2 years relevant experience for all key staff in the operation and maintenance of boilers and steam reticulation = 01 point. -Non submission of the above, the bidder will score zero. Note: The team must include Technician, Safety Officer and Artisan. The team will be deemed incomplete if not all key staff are included. Therefore, the service provider will forfeit points.	
3. Project Execution Plan (PEP) For the bidder to be allocated five (05) points, the bidder must submit with the tender the following: 3.1 Project specific PEP based on the contract duration in the contract data (36 months) reflecting the following: 3.1.1 Key activities 3.1.2 Show critical path 3.1.3 Show logical sequencing of activities 3.1.4 Show duration of key activities 3.1.5 Project Specific Method Statement 3.1.6 Project Specific Quality Management Plan Note: The above will be evaluated as a cluster, any omission of the above will result in a zero (0) score.	10
4. INFRASTRUCTURE, TRANSPORT AND EQUIPMENT Original certified copies of vehicle registration certificate or rental agreement, proof of ownership or letter of intent to lease premises and Workshop which is based in Gauteng Area, written letter for inventory of Special tools and equipment must be attached to the tender document. 1 x loading delivery vehicle (LDV), Equipment, workshop and Specialised tools Specialised tools: Oxy-acetelene cylinders, tube/pipe benders, hygrometer, multi-meter, pipe cutters. Note: The above will be evaluated as a cluster, any omission of the above will result in a zero (0) score.	15



4. BANK RATING The bidder must submit an original stamped bank rating letter or certified copy of such a letter which is not older than 6 months at the closing of the tender a. Rating A = 5 points b. Rating B = 4 points c. Rating C = 3 points d. Rating D = 2 points e. Rating E = 1 point Non-submission of any of the above = 0 points.	15
TOTAL	100



DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: PT24/056

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

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

Bid No: PT24/056

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore)

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

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

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☒

(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes ☐ No ☒

(3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☒

(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes ☐ No ☒

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

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

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

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

ACCEPTANCE

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

Bid No: PT24/056

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: PT24/056

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PT24/056

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

Paste Specifications or Terms of Reference here

PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: PT24/056

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

Paste Pricing Schedule of Bill of Quantities here



REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE**



BAVIAANSPOORT PRISON

**SERVICE, REPAIR AND MAINTENANCE OF ALL STEAM RELATED
GENERATION COMPONENTS
FOR A PERIOD OF 36 MONTHS.**

CONTACT PERSON FOR ANY QUIRIES OR SITE VISIT ARRANGEMENT

NAME: MR. MICHAEL MORONGA

TEL: 012 310 5933

CELL: 071 363 5628

E-mail: Michael.morong@dpw.gov.za



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SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of **thirty six (36) months** commencing from the date of the letter of acceptance (DPW07EC).
- 1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred to Director of Supply Chain Management (DD SCM), whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works and Infrastructure shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

- 3.1 Unit: The unit of measurement for each item.



- 3.2 Quantity: The provisional number of items.
- 3.3 Rate: The agreed unit rate per item.
- 3.4 Amount: The product of the quantity and the agreed rate for an item.
- 3.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.6 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc
- 3.7 Call- out(assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
- 3.8 Client Department : All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

4. APPLICABLE LEGISLATION AND STANDARDS

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 South African National Standards or the equivalent,
- 4.4 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.5 The Local Municipal Gas Regulations.
- 4.6 Conditions of Tender: Form PA 10 FM.
- 4.7 Tenderers Additional Particulars.
- 4.8 All Sections of, and Addenda to, the Specification.
- 4.9 Standard Specification for Kitchen Equipment (PW 351)
- 4.10 General Electrical Specification Parts A, B & C (PW 354)
- 4.11 Specification of Materials and Methods to be Used (PW371)
- 4.12 Standard Specification for Air Conditioning and Ventilation Installations (STS 1)
- 4.13 Standard Specification for Refrigeration Services (STS 2)
- 4.14 Standard Specification for Steam Boiler Installations (STS 3)
- 4.15 Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services (STS 5)



- 4.16 Best industry practice to the appropriate and technical standards,
- 4.17 Requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable.

Copies of the said standard specifications (PW & STS documents) may be viewed or downloaded from the DPW website at www.publicworks.gov.za/documents/consultants

The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

5. **PROVISIONAL QUANTITIES**

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

3. **SCOPE OF CONTRACT**

- 6.1 This contract is for the maintenance/repairs as per schedule 1 as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 6.2 The Department of Public Works and Infrastructure reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 The Department intends appointing one successful Service Provider per area.
- 6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bid for.
- 6.5 The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more



Service Providers. The Department will only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.

6.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area, that is if the Department sees no risks that may affect service delivery.

6.5.2 **The Department reserves the right to negotiate the price with the successful bidder.**

6.5.3 **Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.**

6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**

6.8 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

7. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES AND PRICES

8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary



for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

8.2 Unit rates entered into the Schedule 2 of Quantities:

8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*

8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*

8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT and for monthly fuel tariffs as stipulated by the Department of Transport.

8.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.

8.6 This is purely a maintenance term contract valid for three years only.

8.8 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the three year, it may exceed or be less than the offered amount on the Bid.

8.8.1 National Department of Public Works Regional Office Pretoria cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.

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



8.9 The Department reserves the right to disqualify bid offers which incorporate unit

rates that are non-market related, nominal and nil or unbalanced.

All items to be priced in the price Bill and to be of a competitive price.

NOTE:

Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule) No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the tender will be rejected.

9. VEHICLES AND TRANSPORT COSTS

9.1 The type of vehicles required for this service is specified in the table below.

Category C:

-

All Double Cabs (4x2 and 4x4)

4x4 Light Delivery Vehicles

4x4 Single/ Extended Cabs

PETROL

Engine Category	Persal Ref no.	Private	Sub Scheme A	Sub Scheme C
Up to 2000	LV2000P	466.5	214.6	45.7
2001 to 2500	LV2500P	602.8	325.1	54.1
2501-3500	LV3500P	719.7	393.1	57.8
Greater than 3500	LV3501P	791.4	404.1	71.9

DIESEL

Engine Category	Persal Ref no.	Private	Sub Scheme A	Sub Scheme C
Up to 2000	LV2000D	543.6	268.0	69.3
2001 to 2500	LV2500D	624.9	285.2	70.8
2501-3500	LV3500D	684.4	291.7	77.4
Greater than 3500	LV3501D	851.8	409.7	126.7

9.2 Transport cost will be calculated from the district's main post office to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

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

9.4 The Department will only pay for transport costs (per kilometer) as specified by the Department of Transport under Category C for Vehicles with petrol engine category 2501-3500 (Private). The bidder's rates for transport in the bid document shall be



based on the latest fuel tariffs as specified by the Department of Transport for the above-mentioned category at the time the bid advertisement closes.

- 9.5 Once the contract is awarded the bidder shall up invoicing, use the fuel tariffs specified by the Department of Transport based on the month he has performed work. In other words if he has performed work in September 2022, then he will use the fuel tariffs as specified by the Department of Transport for September 2022.
- 9.6 The bidder shall attach a copy or copies of the fuel tariffs to each claim. If work is performed over various months on the same job then the bidder shall claim the kilometer rate based on the month he worked. Travel claims for each month worked should be clearly indicated on the bidder's invoice. This must be noted on his jobcards as well. A copy of the fuel tariff/s that should be attached to each invoice.

Monthly fuel tariffs are available on the Department of Transport Website:

www.transport.gov.za

10. **ACCESS TO PREMISES**

The Bidder undertakes to:

- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. **ACCESS CARDS TO SECURITY AREAS**

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.



- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only RSA identity documents will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

- 12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

13. TRAINED STAFF

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 Bidders shall satisfy the Department in all respects that their Artisans/Technicians are suitably qualified to carry out the specified repairs covered by this contract. Certified copies of qualifications (not older than 6 months) to be attached with this document.
- 13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

14. DRESS CODE

The following dress code must be adhered to at all times by all workers:

- 14.1 Workers must have a COMPANY WORK SUIT with the company logo on it.



- 14.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 14.3 The dress code must adhere to the OHSACT in terms of protection for all workers for this particular service.
- 14.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification. Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE



All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

17. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required **and include a motivation for replacement of parts.**
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.



19. MANAGEMENT AND EXECUTION OF WORK

- 19.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 19.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 19.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.5 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.
- 19.6 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.7 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.8 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.9 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.10 Only specialized services to be sub-contracted.
- 19.11 All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation in order to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs and maintenance shall be supplied by the Contractor, and shall remain his property when the contract lapses.



20. **FORCE MAJEURE**

"Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that:

The bidder shall immediately give written notice to the Department of Public Works Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time in order to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommence its contractual obligations as soon as practicable.

If as a result of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

21. **OFFICIAL INSTRUCTION FOR REPAIRS**

21.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*

21.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.

21.3 No payments shall be made for work executed without the necessary written authority.

21.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.



- 21.5 *The contractor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

22. **EMERGENCY REPAIRS**

- 22.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.
- 22.2 Emergency repairs after hours may be executed with only receipt of an official complaint (PTA) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 22.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 22.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.
- 22.5 **The Work Completion Certificate:**
- The Work Completion Certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a weekly basis. **An invoice will not be processed if no Works Completion Certificate has been submitted.**

23. **JOB CARDS ("M" FORMS) FOR REPAIRS**

- 23.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.



- 23.2 Job Cards shall be completed in all respects for each and every repair work.
- Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".
- 23.3 The Job Card must be completed legibly in black ink after completion of each repair.
- All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 23.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 23.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 23.6 Failure to comply with the above could delay payment.
- 23.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
- (No job card will be accepted should the above not be completed)
- 23.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 23.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 23.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 23.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.
- 24. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)**



- 24.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 24.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 24.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 24.4 The bidder shall include on all his invoices the following details when installing cameras, DVR's, NVR's, Smoke Detectors, Fire Sprinklers, Intercoms, Zone Panels etc:
- 24.4.1 Make and model and type
 - 24.4.2 Location: building/complex, room number, floor number, zone etc
 - 24.4.3 A certificate of compliance, where applicable, shall be supplied to the client and the Department where services, installations/upgrades and modifications were done.
- 24.5 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department:
- 24.5.1 Must be on a Company Letter Head;
 - 24.5.2 The words 'tax invoice' in a prominent place;
 - 24.5.3 The name, address and registration number of the supplier;
 - 24.5.4 The name and address of the recipient;
 - 24.5.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 24.4.6 Description of the goods or services supplied;
 - 24.4.7 The quantity or volume of the goods or services supplied;
 - 24.4.8 Either-
 - i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either



the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

- 24.5 Prices must be clear with no corrections; no tippex must be used on any documentation.
- 24.6 The supplier's address and contact details must be clear and current (contactable)
- 24.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 24.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 24.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.

25. INVOICES FROM BIDDER

- 25.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26)

25.2 The following information is required on the layout of an invoice:

- 25.2.1 Invoice must be on company's letterhead;
- 25.2.2 Invoice must be addressed to DPWI;
- 25.2.3 Invoice must have invoice date and number;
- 25.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
- 25.2.5 Invoice must indicate,(address) where service was rendered;
- 25.2.6 PTA reference and order numbers must appear on invoice;
- 25.2.7 Full description of work been carried out;
- 25.2.8 The name and email address of the respective Works Manager handling the specific service.



25.3 Services to equipment:

- 25.3.1 Services can be cancelled at the Department's discretion.
- 25.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
- 25.3.3 Services completed without call centre complaint will not be paid by the Department
- 25.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPWI Official.
- 25.3.5 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.
- 25.3.6 When the bidder has done a service to any equipment he/she shall indicate on the invoice **"SERVICE"** in bold and larger font or highlighted.

26. PAYMENT TO CONTRACTORS

- 26.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.
- 26.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 26.3 Bidders are also urged to submit all outstanding invoices within six (6) months after completion of this contract.
- 26.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 26.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 26.6 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**
- 26.7 The successful bidder's administration must be in order.

This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.

Failure to do so may lead to not being awarded a contract



27. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 15%.

28. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

29. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

30. RESTRICTION ON THE USE OF LABOUR

- 30.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.
- 30.2 EXPANDED PUBLIC WORKS PROGRAM: NATIONAL YOUTH SERVICE (EPWP NYS) - The bidder shall incorporate 5% of the Tender estimate (VAT exclusive) plus excess for costs (services rendered by bidder) into the pricing schedules for the EPWP NYS program. See National Youth Service Additional Specification attached. These apply to those tenders with estimates above R10million.
- 30.3 The CIDB Standard for Developing Skills through Infrastructure Projects forms part of this tender. Further details is explained in the attached document. The CIDB skills development will be managed by the relevant Human Resources official of the Department. The successful bidder will be briefed by the HR official upon award of the tender with respect to this program.



31. MARKING OF EQUIPMENT

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

32. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis. The progress report shall be submitted in the format as indicated below:

CPT NUMBER	CURRENT STATUS (IN PROGRESS OR COMPLETED)	DATE COMPLETED OR ESTIMATED COMPLETION DATE	INVOICE AMOUNT OR ESTIMATED AMOUNT	COMMENTS

33. COMPUTER SOFTWARE, PASSWORDS, LICENCES

On any system where computers are used, the Contractor shall, as part of the Contract, supply to the Department licensed and documented copies of all additional or modified software used. Removable disks needed to reload the system to fully operational level in the event of a complete breakdown of the system, or for installation on a new or alternative computer system, must be supplied. The software shall include the operating system, application software, utility software and specific programs written for the system. Where programs are compiled the source files must be handed to the Department.

Installation and start-up procedures shall be clearly set out and documented. Whenever changes are made to the software, the Contractor shall supply the Department with a new set of back-ups of the software that underwent the changes. Software may only be changed



with the written permission from the Department, and the reasons for proposed changes shall be fully motivated in writing. Before any changes are made, the original software shall be copied by the Contractor to removable media, which shall be handed over to the Department.

Should passwords be used on any system, the highest level of passwords shall be handed to the Department in a sealed envelope, and should any changes to the passwords be made, the new passwords shall be handed to the Department in a sealed envelope by the Contractor.

The Contractor shall also supply the Department with anti-virus protection software, which shall be loaded onto the system by the Contractor, and shall be updated by the Contractor, as new versions become available in the market. The protection software shall be memory resident and shall warn the user the moment a virus is detected.

The Tenderer shall allow in his Tender for any reformatting of the hard disk drives which may become necessary, reloading of back-up software and testing of the system once the backup software has been loaded.

The documentation and back-up software must be handed over to the Regional Representative upon completion of the restoration phase of the Contract.

All software installed by the contractor at all state-owned facilities prior to and during this contract shall become the ownership of the Department. The contractor shall provide the Department and the user department (client) with a copy and of the software, licences and passwords.

34. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

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

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

35. TRAINING OF OPERATION STAFF

The bidder shall provide training (if required and when necessary) to operational staff/personnel in order for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the control



rooms in the building and which shall be in a location and of a quality approved by the Regional Representative.

The bidder may claim for the time taken to train personnel/operational staff. The bidder shall submit the list of names and contact details of the trainees along with their invoices.

36. DISCLAIMER/EXIT CLAUSE

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

36.2 IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUIRED TO USE THE SANS (South African National Standards) DOCUMENTATION, OHS ACT AND ANY OTHER APPLICABLE STANDARDS.

37. CALL CENTER

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

38. The successful bidder shall establish his workshop within the region/area awarded to him within two (2) months of the date of award.

39. LOCAL CONTENT

39.1 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with 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) are accessible to all potential tenderers on **the dti's** official website <http://thedti.gov.za/industrialdevelopment/ip.jsp> at no cost



39.2 The Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender.

39.3 The rates of exchange quoted by the tenderer in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

39.4 AUTHORIZATION LETTERS

39.4.1 If during the contract period, the quantity of required items cannot be wholly sourced from South African (SA) based manufacturers and/ or at stipulated local content threshold at any particular time, tenderers / suppliers should obtain written authorization from **the dti** to supply the remaining portion of the items at a lower local content threshold. The **dti**, in consultation the procuring organ of state, will grant authorization on a case-by-case basis and will consider the following:

- a) required volumes in the particular tender;
- b) available collective SA industry manufacturing capacity at that time;
- c) delivery times;
- d) availability of input material and components;
- e) security of supplies and emergencies;
- f) technical considerations including operating conditions;
- g) localisation plans aimed at establishing and/or increasing local manufacturing capacity; and
- h) replacement of components on the existing infrastructure (where applicable)

in order to honour the warranties and guarentees.

39.4.2 Specifications, design standards, material availability, technology choices and volumes are some of the main causes of authorizations.

39.4.3 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorization letter:

- a) Procuring entity;
- b) Tender / contract description
- c) Tender reference number
- d) Closing date of tender
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications)
- f) Products/inputs/components to be imported



- g) Reasons for request
- h) Supporting letters from local bidders' suppliers and manufacturers

39.4.4 The turn-around time for processing of authorization requests is 5 working days from the date of receipt.

IMPORTANT NOTICE

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY
CLEARANCE

END OF THE SPECIAL CONDITIONS OF CONTRACT

ADDITIONAL CONDITIONS

UNDER NO circumstances may the Bidder make use of Government employees to assist them on site to load/off load appliances. Failure to comply will lead to corrective steps being taken against him. The Department cannot accept responsibility for any injuries being sustained by government employees as a result of the Bidder not complying with this condition.

ACCESS TO THE SITE/S WILL BE DENIED FOR BIDDERS NOT COMPLYING.

Bidders must be careful not to damage any part of the building, curtains, carpets etc. during the execution of the work, as all damages arising from the work will be made good at the Bidder's expense to the satisfaction of the supervising officer.

ASSOCIATED ELECTRICAL WORK

The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors.

NOTE:

All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984.

All electrical work falls within the scope of this document and is the responsibility on the main contractor.



NATIONAL YOUTH SERVICE ADDITIONAL SPECIFICATION

The following Specification is divided into the following compliance categories that must be fulfilled:-

1. EPWP NYS Specification
2. EPWP Reporting requirements
3. DPW Projects Branding
- SL Employment and Training of Youth Participants on the Expanded Public Works Programme (EPWP)
Infrastructure Projects: National Youth Service (NYS)

1. EPWP NYS SPECIFICATION

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SL 01. SCOPE

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work that will be done on this project.

The training of the youth employed will have to be conducted by an accredited Training Service Provider contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance). The contracted Training Service Provider will have at all times provide the Contractor with an update on youth training each have received.

The Contractor will be required in both training and on site exposure to employ all of the youth for a minimum period of 9 months. Furthermore the Contractor will be required to avail services of an adequately qualified foreman/ supervisor specifically for EPWP NYS youth Participants to act as their construction mentor for the duration of on site training. The contractor may not be required to employ all youth in the programme at the same time, but may phase the youth throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed in elementary occupations and training on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management of a SPWP.

SL 02. TERMINOLOGY AND DEFINITIONS



SL 02.01 **TERMINOLOGY**

- 02.01.01** “**SPWP**” – The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the Participants on these projects are entitled to formal training, which will be provided by an accredited training provider/s appointed (and funded) by the Department of Public Works through contracted Contractor. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- 02.01.02** “**EPWP**” – Expanded Public Works Programme, a National Programme of South Africa Government, approved by Cabinet.
- 02.01.03** “**NYS**” – National Youth Service means a structured skills development programme aimed to capacitate youth.

SL 02.02 **DEFINITIONS**

- 02.02.1** “**Employer**” – means any Department employing Participants to work in elementary occupations on a SPWP;
- 02.02.2** “**Client**” – means the Department of Public Works.
- 02.02.3** “**Participants**” – a recipient/s of National Youth Service programme who benefits through participation in an elementary occupation on a SPWP.
- 02.02.4** “**department**” – means any department of the State, implementing agent or contractor;
- 02.02.5** “**elementary occupation**” – means any occupation involving unskilled or semi-skilled work;
- 02.02.6** “**management**” – means any person employed by a department or implementing agency to administer or execute a SPWP;
- 02.02.7** “**task**” – means a fixed quantity of work;
- 02.02.8** “**task-based work**” – means work in which a Participant is paid a fixed rate for performing a task;
- 02.02.9** “**task-rated Participant**” – means a Participant paid on the basis of the number of tasks completed;
- 02.02.10** “**time-rated Participant**” – means a Participant paid on the basis of the length of time worked
- 02.02.11** “**Service Provider**” – means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 03. **APPLICABLE LABOUR LAWS**

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled Participants.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled Participants undertake

SL 04. **EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP**

SL 04.01 **TERMS OF WORK**

- 04.01.01** Participants on a SPWP are employed on a temporary basis.
- 04.01.02** A Participant may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 04.01.03** Employment on a SPWP does not qualify as employment and a Participant so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.02 **NORMAL HOURS OF WORK**

- 04.02.01** An employer may not set tasks or hours of work that require a Participant to work–
- (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- 04.02.02** An employer and a Participant may agree that the Participant will work four days per week. The Participant may then work up to ten hours per day.



- 04.02.03 A task-rated Participant may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.
- 04.02.04 Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

SL 04.03 MEAL BREAKS

- 04.03.01 A Participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 04.03.02 An employer and Participant may agree on longer meal breaks.
- 04.03.03 A Participant may not work during a meal break. However, an employer may require a Participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another Participant. An employer must take reasonable steps to ensure that a Participant is relieved of his or her duties during the meal break.
- 04.03.04 A Participant is not entitled to payment for the period of a meal break. However, a Participant who is paid on the basis of time worked must be paid if the Participant is required to work or to be available for work during the meal break.

SL 04.04 DAILY REST PERIOD

Every Participant is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

SL 04.05 WEEKLY REST PERIOD

Every Participant must have two days off every week. A Participant may only work on their day off to perform work which must be done without delay and cannot be performed by Participants during their ordinary hours of work ("emergency work").

SL 04.06 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- 04.06.01 A Participant may only work on a Sunday or public holiday to perform emergency or security work.
- 04.06.02 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.
- 04.06.03 A task-rated Participant who works on a public holiday must be paid –
- (i) the Participants daily task rate, if the Participant works for less than four hours;
 - (ii) double the Participants daily task rate, if the Participant works for more than four hours.
- 04.06.04 A time-rated Participant who works on a public holiday must be paid –
- (i) the Participants daily rate of pay, if the Participant works for less than four hours on the public holiday;
 - (ii) double the Participants daily rate of pay, if the Participant works for more than four hours on the public holiday.

SL 04.07 SICK LEAVE

- 04.07.01 Only Participants who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 04.07.02 A Participant who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the Participant has worked in terms of a contract.
- 04.07.03 A Participant may accumulate a maximum of twelve days' sick leave in a year.
- 04.07.04 Accumulated sick-leave may not be transferred from one contract to another contract.
- 04.07.05 An employer must pay a task-rated Participant the Participants daily task rate for a day's sick leave.
- 04.07.06 An employer must pay a time-rated Participant the Participants daily rate of pay for a day's sick leave.
- 04.07.07 An employer must pay a Participant sick pay on the Participants usual payday.
- 04.07.08 Before paying sick-pay, an employer may require a Participant to produce a certificate stating that the Participant was unable to work on account of sickness or injury if the Participant is –
- (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- 04.07.09 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 04.07.10 A Participant is not entitled to paid sick-leave for a work-related injury or occupational disease for which the Participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.



SL 04.08 MATERNITY LEAVE

- 04.08.01 A Participant may take up to four consecutive months' unpaid maternity leave.
- 04.08.02 A Participant is not entitled to any payment or employment-related benefits during maternity leave.
- 04.08.03 A Participant must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 04.08.04 A Participant is not required to take the full period of maternity leave. However, a Participant may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (i) A Participant may begin maternity leave:--
1. four weeks before the expected date of birth; or on an earlier date;
2. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the Participant or that of her unborn child; or
3. if agreed to between employer and Participant; or
4. on a later date, if a medical practitioner, midwife or certified nurse has certified that the Participant is able to continue to work without endangering her health.
- 04.08.05 A Participant who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 04.08.06 A Participant who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SL 04.09 FAMILY RESPONSIBILITY LEAVE

- 04.09.01 Participants, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:--
- i. when the employee's child is born;
- ii. when the employee's child is sick;
- iii. in the event of the death of:--
1. the employee's spouse or life partner
2. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.10 STATEMENT OF CONDITIONS

- 04.10.01 An employer must give a Participant a statement containing the following details at the start of employment:--
- i. the employer's name and address and the name of the SPWP;
- ii. the tasks or job that the Participant is to perform;
- iii. the period for which the Participant is hired or, if this is not certain, the expected duration of the contract;
- iv. the Participant's rate of pay and how this is to be calculated;
- v. the training that the Participant may be entitled to receive during the SPWP.
- 04.10.02 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 04.10.03 An employer must supply each Participant with a copy of the relevant conditions of employment contained in this specification.
- 04.10.04 An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.11 KEEPING RECORDS

- 04.11.01 Every employer must keep a written record of at least the following --
- i. The Participant/s employment contract;
- ii. Payments (proof of payments) made to each Participant.
- iii. Certified copy of an Identity Document
- iv. Signed monthly attendance registers
- v. in the case of a task-rated Participant, the number of tasks completed by the Participant;
- vi. in the case of a time-rated Participant, the time worked by the Participant;
- 04.11.02 The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.12 PAYMENT

- 04.12.01 The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.
- 04.12.02 Payment must be made through electronic fund transfer (EFT) into Participant bank account.
- 04.12.03 An employer must give a Participant the following information in writing --
- i. the period for which payment is made;



- ii. the number of tasks completed or hours worked;
 - iii. the Participants earnings;
 - iv. any money deducted from the payment;
 - v. the actual amount paid to the Participant.
- 04.12.04 After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.
- 04.12.05 If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.

SL 04.13 DEDUCTIONS

- 04.13.01 An employer may not deduct money from a Participants payment unless the deduction is required in terms of a law.
- 04.13.02 An employer who deducts money from a Participants pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 04.13.03 An employer may not require or allow a Participant to:–
- i. repay any payment except an overpayment previously made by the employer by mistake;
 - ii. state that the Participant received a greater amount of money than the employer actually paid to the Participant;

SL 04.14 HEALTH AND SAFETY

- 04.14.01 Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to in accordance to Occupational Safety and Health Act no 85 of 1993
- 04.14.02 A Participant must:
- i. work in a way that does not endanger his/her health and safety or that of any other person;
 - ii. obey any health and safety instruction; in accordance to Occupational Safety and health Act no 85 of 1993
 - iii. use any personal protective equipment or clothing issued by the employer;
 - iv. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 04.14.03 Employers must conduct occupational medical examinational fitness test.

SL 04.15 COMPENSATION FOR INJURIES AND DISEASES

- 04.15.01 It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 04.15.02 A Participant must report any work-related injury or occupational disease to their employer or manager.
- 04.15.03 The employer must report the accident or disease to the Compensation of Injuries and Diseases Act Commissioner within 07 days.
- 04.15.04 An employer must pay a Participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.
- 04.15.05 The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.16 TERMINATION

- 04.16.01 The employer may terminate the employment of a Participant provided he has a valid reason and after following existing termination procedures.
- 04.16.02 A Participant will not receive severance pay on termination.
- 04.16.03 A Participant is not required to give notice to terminate employment. However, a Participant who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 04.16.04 A Participant who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.
- 04.16.05 A Participant who does not attend required training events, without good reason, will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.



SL 04.17 **CERTIFICATE OF SERVICE**

04.17.01 On termination of employment, a Participant is entitled to a certificate stating:–

- i. the Participants full name;
- ii. the name and address of the employer;
- iii. the SPWP on which the Participant worked;
- iv. the work performed by the Participant;
- v. any training received by the Participant as part of the SPWP;
- vi. the period for which the Participant worked on the SPWP;
- vii. any other information agreed on by the employer and Participant.

SL 05. **EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- 05.01 formulate and design a contract between himself/ herself and each of the recruited youth Participants, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- 05.02 screen and select suitable candidates for employment from the priority list of youth Participants provided by the Umsobomvu Youth Fund (UYF);
- 05.03 ensure that the recruited youth Participants are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- 05.04 ensure that all youth Participants receive instruction on safety on site prior to them commencing with work on site;
- 05.05 ensure that all youth Participants are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- 05.06 assist in the identification and assessment of potential youth Participants to undergo advanced technical training in respective trades;
- 05.07 test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- 05.08 provide all youth Participants with the necessary protective clothing as required by law for the specific trades that they are involved in.
- 05.09 provide overall supervision and day-to-day management of youth Participants and/or sub-contractors; and
- 05.10 ensure that all youth Participants are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth Participant.

SL 06. **TRAINING OF YOUTH PARTICIPANTS**

SL 06.01 **PREAMBLE**

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes encourages:–

- 06.01.01 optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- 06.01.02 a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- 06.01.03 the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 07. **BENEFICIARY (YOUTH PARTICIPANTS) SELECTION CRITERIA**

The youth Participants of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP–NYS.

In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 80% of persons working on a programme not being from local communities.



Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

07.01 The proposed targets as set out in sub clauses should accommodate:-

- (i) 100% youth from 18 to 35 years of age;
- (ii) 60% women;
- (iii) 2% disabled.

SL 08. PROVINSIONAL RATES OF PAY

The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

It is stipulated that youth Participants on the EPWP-NYS receive a minimum Stipend per day whilst on off-site and on-site training in ALL provinces. The Stipend means and referred to a claim of a progressive work based experiential training and exposure of any Participant in EPWP-NYS programme. The progressive work referred to a productive days work relevant or similar in nature to the required training standards received by Participant/s and of any relevant cost to be claimed. The failure in compliance in that particular day work will be at a contractors cost remunerated within the required Building Industrial Councils rate of pay.

SL 09. PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS

SL 09.01 (TARGET:- NUMBER OF YOUTH PARTICIPANTS)

09.01.01 Orientation and Life Skills

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the Training Service Provider so that the timeframe of the training is aligned with the construction works schedule and the demand for Participants.

09.01.02 Technical skills training

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their life Skills training. The Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities as semi-skilled labourers. Such training will comprise of an off-site theoretical component and practical training on-site.

The contractor will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure. The programme will consist of accredited theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. The Youth Participants will be entitled to full training programme completion once all training modules are completed.



SL 010. PAYMENT REDUCTION

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements are met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements between the contractor and DPW. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

SL 011. PROFIT AND ATTENDANCE

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to DPW by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

SL 013. EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND

Employment of youth Participants on the-job training shall provide youth Participants with on and off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP-NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 9 months minimum appointment for youth Participants. The submission of attendance registers by contractor to DPW is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boots. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per DPWP corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

SL 015. PROVISION OF SMALL TOOLS FOR YOUTH PARTICIPANTS

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. The tools will become the property of the youth Participant after the completion of the programme.



The contractor together with Training Provider need to provide youth Participants with relevant training tools during their stay within respective training venues/ areas. The tools provide particular on site must be under the control and supervision of the contractor's responsibility.

SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR (TEAM LEADER/S)

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed in agreement with EPWP-NYS and will act as Participant Liaison Office to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:30 – Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/ update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

SL 017. LIAISON WITH SERVICE PROVIDER

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the youth Participants training works.

SL 018. LOGISTICS FOR EXIT WORKSHOP

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit workshop events. The items range from catering, clothing, venue hire and decoration and entertainment items, etc.

SL 019. REPORTING REQUIREMENTS

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

- SL 019.01** Certified copy of participants' id (not later than 3 months at the time of system enrolment),
- SL 019.02** Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.
- SL 019.03** The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.
- SL 019.04** The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP beneficiaries.
- SL 019.05** Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.
- SL 019.06** The reported information must be accompanied by:-
 - 1. Copies of ID (once off) when participants contracted,
 - 2. Beneficiary Contract of Employment (once off),
 - 3. Attendance registers (monthly) and
 - 4. Proof of Payment (monthly)
- SL 019.07** All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.



TECHNICAL SPECIFICATION

STEAM GENERATING INSTALLATION

OPERATION AND MAINTENANCE TO INSTALLATIONS, SYSTEMS AND EQUIPMENT:

FA17.01 GENERAL

Monthly operation and maintenance responsibilities for each installation at the various facilities including all units and components as specified shall commence with access to the particular installation(s). A difference shall be made in payment for the operation and maintenance prior to and after practical completion of repair work.

Operation and maintenance responsibilities of the completed installation shall commence upon the issue of a certificate of practical completion.

This part of the Contract shall include:

- (a) Preventative maintenance;
- (b) Corrective maintenance,
- (c) Breakdown maintenance, and

As defined in Additional Specification SA: General Maintenance, for the specified installations described under FA 01 of this specification as well as FA 17.05 for operation specifications.

The operation and maintenance work to be performed and executed shall be done strictly in accordance with Additional Specification SA: General Maintenance, and as specified in Particular Specification PFA and this specification.

The said operation and maintenance work shall be executed in accordance with the relevant codes of practice, statutory regulations, standards, regulations, municipal laws and by-laws and the manufacturers' specifications and codes of practice.

The operation and maintenance schedules and frequency of operation and maintenance shall be developed under the maintenance control plan to be instituted by the Contractor, as specified in Additional Specification SA: General Maintenance.

All new equipment, components and materials supplied and installed under the maintenance contract shall be furnished with a prescribed manufacturer's guarantee.

The operation and maintenance work and items on each installation are to be categorized for each maintenance activity under the following headings:

- (a) Coal-fired boilers
- (b) Combustion equipment



- (c) Coal handling equipment
- (d) Ash handling equipment
- (e) Grit collection and draught equipment
- (f) Water treatment and feed-water tanks
- (g) Electrical installation and controls.

FA 17.02 PREVENTATIVE MAINTENANCE

This maintenance of the installations, systems and equipment shall be done in accordance with Additional Specification SA: General Maintenance and the Particular Specification related to this work.

The maintenance work to be performed and executed shall include, but not be limited to the items listed in tables FA 17.02/1, FA 17.02/2, FA 17.02/3, FA 17.02/4, FA 17.02/5 and FA 17.02/6 below under the respective headings.

These actions and findings shall be logged and reported on the relevant approved schedules and reports for each installation forming part of this Contract.

TABLE FA 17.02/1: ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	Measure CO ₂ content of exhaust with CO ₂ analyzer.	Boiler house supervisor	Check/Record
2	Blow-down gauge glasses.	Boiler house supervisor	Check/Record
3	Test level controls for correct functioning.	Boiler house supervisor	Check/Record
4	Inspect boiler valves for leakages.	Boiler house supervisor	Check/Record
5	Inspect boiler feed-water pumps for leakages, correct functioning and bearing noises.	Boiler house supervisor	Check/Record
6	Clean exterior of boiler and keep boiler plant room clean.	Boiler house supervisor	Clean/Record
7	Check stoker grate tension and report to Contractor if need to be adjusted. Contractor to adjust tension in accordance with manufacturer's specification, if reported.	Boiler house supervisor and Contractor	Check/Record Adjust



8	Check stoker grate links and rods for any damages. All damages to be reported to Contractor who shall replace any damaged links or/and rods.	Boiler house supervisor and Contractor	Check/Record Repair
9	Complete log book actions as specified in FA 06, FA 12, FA 13, FA 14 and FA 15.	Boiler house supervisor	Check/Record
10	Test safety valves as described by the boiler manufacturer.	Contractor	Test/Record
11	Check the furnace draught gauge for correct operation in accordance with the manufacturer's specification.	Contractor	Check/Record
12	Inspect stoker brickwork and refractories and if found to be damaged it must be repaired.	Contractor	Check/Record
13	Lubricate all required lubrication points, including soot blowers, stoker drive shaft bearings, guillotine door and check stoker drive oil level.	Boiler house supervisor and Contractor	Check/Service/Record
14	Visual inspection of all boiler house equipment and installations for any pending defects, faults, etc.	Boiler house supervisor and Contractor	Check/Record
15	Inspect and test all control functions and readjust if necessary.	Contractor	Test/Record/ Adjust
16	Clean out al strainers.	Contractor	Check/Service/Record
17	Inspect and test soot blowers for correct operation.	Contractor	Check/Record
18	Inspect all V-Belts and replace if necessary.	Contractor	Check/Record Replace
19	Inspect all brickwork and refractories and repair and/or replace where necessary.	Contractor	Check/Record/Repair
20	Inspect all seals and joints for leakages and replace if necessary.	Contractor	Check/Record Replace



21	All grease nipples to be greased with specified grease in accordance with equipment manufacturer's specification.	Contractor	Check/Service/Record
22	Test and analyse water quality, adjust and repair water treatment equipment if necessary and where specified, supply and deliver chemicals and salts.	Contractor and chemical supplier	Test/Record Adjust/Repair
23	Sample and analyse coal quality.	Boiler house supervisor, coal supplier and Contractor	Check/Record Test
24	Check ash removal implementation and report.	Boiler house supervisor, ash removal company and Contractor	Check/Record
25	Test and record boiler efficiency.	Boiler house supervisor and Contractor	Test/Record
26	Check coal conveying equipment for correct functioning and check for any visual faults or defects and repair if necessary.	Contractor	Check/Record/Repair
27	Inspect service, repair and replace where required all electrical equipment and installations.	Contractor	Test/Record Adjust/Repair
28	Inspect, service all steam and condensate piping and equipment.	Contractor	Test/Record Adjust/Repair
29	Lubricate ID and FD damper control units.	Contractor	Check/ Record Service
30	Replace ID and FD fan bearing grease.	Contractor	Check/ Record Service
31	Brush and clean fire tubes and clean flue, back plate, combustion chamber and remove all grit and soot deposits. Inspect and repair where necessary.	Contractor	Check/Record Service/Repair



32	Check boiler water side for scale deposits and clean and descale.	Contractor	Check/Record Service/Repair
33	Replace stoker gear box and drive oils.	Contractor	Check/Record Service/Repair
34	Check, inspect, service all coal conveying equipment and repair where necessary.	Contractor	Check/Record Service/Repair
35	Check, inspect service and repair if necessary grit collectors and chimney stacks.	Contractor	Check/Record Service/Repair
36	Inspect, repair and replace where necessary all lagging and cladding.	Contractor	Check/Record Service/Repair
37	Inspect stoker chassis, repair and replace as required.	Contractor	Check/Record Service/Repair
38	Fully test, inspect, service, adjust, repair and replace as required ID and FD dampers.	Contractor	Check/Record Service/Repair
39	Inspect, descale, clean out, repair and replace as required feed-water tanks.	Contractor	Check/Record Service/Repair

TABLE FA 17.02/2: ANNUAL ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	All as listed under table above	Boiler house supervisor and Contractor	Check/Record Adjust/Repair
2	Annual survey by Occupational, Health and Safety Inspector.	Contractor, Department and Inspector	Inspect/Test Service/Repair
3	Inspect and repaint all equipment and building elements where required.	Contractor	Inspect/Test Service/Repair
4	Inspect, clean, repair blow-down sump.	Contractor	Inspect/Test Service/Repair
5	Remove, strip, service, repair, adjust and repair level controls, alarms and safety equipment.	Contractor	Inspect/Test Service/Repair



FA 17.03 CORRECTIVE MAINTENANCE

Corrective maintenance of the installations, systems and equipment shall be done in accordance with Additional Specification SA: General Maintenance and the Particular Specification related to this work.

Contractor shall inspect and check all equipment, materials, systems and installations for any pending breakdowns, maladjustments or anomalies of equipment.

Contractor shall report and take actions to correct such defects.

17.04 BREAKDOWN MAINTENANCE

Breakdown maintenance of the installations, systems and equipment shall be done in accordance with Additional Specification SA: General Maintenance.

All A breakdown problems experienced shall be acted upon within the time limitations allowed in the General Maintenance specifications.

All breakdown maintenance shall be done in accordance with the relevant specifications, standards, regulations and codes.

The Contractor shall have access to the necessary spares, equipment and tools for any possible breakdowns.

FA 17.05 OPERATIONS OF BOILERS

It is required in terms of this contract that the Department of Public Works and Infrastructure, in addition to the functions described above, takes over the running and operation of the complete boiler house including the removal and disposal of ash.

Occupational Health and Safety Act

It is required that the boilers be operated at all times strictly in accordance with the regulations and requirements of the Occupational Health and Safety Act (as amended). This covers i.e. the following:

- (1) The boiler operators shall be qualified to operate the boilers in terms of the Act.
- (2) The minimum number of operators required in terms of the regulations shall be adhered to at all times.
- (3) A comprehensive log book shall be kept of all operations carried out on the boilers.
- (4) All statutory tests and requirements shall be met and recorded.
- (5) ~~As some of the boilers are equipped with the new Europac control panels,~~ it is essential that all boiler operators must provide a boiler **Attendant/Operation certificate** from **accredited institution**. It is paramount that they have the right qualification to operate this type of equipment. (No other certificate will be taken into consideration)

Steam Quality and Availability

It is required that steam be produced and be available immediately upstream of all pressure reducing valves and steam using appliances that operate at boiler pressure at a pressure of 700 kPa gauge at all times. This may require that at times two of the three boilers per boiler house operate simultaneously in order to satisfy the steam draw-off requirements of the various appliances. It is estimated that the steam draw-off will amount to approximately



96 tones per day.

The current prison regime requires that steam be available for cooking purposes, laundry operation and domestic hot water production at least between the hours of 22h00 pm to 06h00 am and 06h00 am to 14h00 pm daily (times may vary). After that the banking will however be done in accordance with the manufacturer's specifications at all times.

h change-over of Boilers

It will be required that the boilers in use be changed in accordance with the manufacturer's specifications in order that the steaming load be spread evenly between the boilers in each boiler house and to provide adequate time for routine maintenance, cleaning and repair (as may be required from time to time).

Maintenance and repair of the boilers shall be carried out as specified elsewhere in this document.

Coal Supply

The coal supply will be the responsibility of the client. The contractor must make sure that the right quality has been delivered. In case there is any deviation from required standard of material it is the responsibility of the contractor to advise the client within a reasonable time period.

Ash Removal

The contractor will be required to arrange for the regular removal of ash from the site. A suitable temporary ash storage space will be not provided by the User Client, but this may not be allowed to become over full resulting in ash being dispersed over the prison premises.

Chemicals and Water Treatment

For this particular installation the contractor shall be responsible for providing the required quality and quantity of chemicals and salts to operate and maintain the coal-fired boilers for a period of his contract. The Contractor shall ensure that the boiler feed water supply to the boiler conforms to the following by providing the required water treatment.

Total dissolved solids 350 mg/litre (max)		
ii)	Total alkalinity	350 to 700
iii)	Caustic alkalinity	350 mg/litre (max)
150 mg/litre (min)		
iv)	Phosphate residual	30 to 60 mg/litre
v)	Sulphate residual	30 to 50 mg/litre
vii)	Calcium hardness	Zero

viii pH 10,5 to 11,4 mpling and analysing of feed water shall form part of the Contractor's preventative maintenance responsibilities. Monthly reports will be provided to the Technical Maintenance Manager



stating test results and subsequent actions.

The chemicals and water treatment system shall comply in all respects with the specification FA 14 and the boiler manufacturer's requirements.

TECHNICAL SPECIFICATION

FB STEAM DISTRIBUTION INSTALLATIONS

FB 13 MAINTENANCE TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

FB 13.01 GENERAL

Monthly maintenance responsibilities for each installation including all units and components as specified shall commence with access to the site. A difference shall be made in payment for the maintenance prior to and after practical completion of repair work.

Maintenance responsibilities of the completed installation shall commence upon the issue of a certificate of practical completion for repair work, and shall continue for the remainder of the 12-months contract period.

This part of the Contract shall include:

- (a) Routine preventative maintenance;
- (b) Corrective maintenance, and
- (c) Breakdown maintenance,

As defined in Additional Specification SA: General Maintenance, for the specified installations described under FB 01 of this specification.

The maintenance work to be performed and executed shall be done strictly in accordance with Additional Specification SA: General Maintenance, and as specified in Particular Specification PFB and this specification.

The said maintenance work shall be executed in accordance with the relevant codes of practice, statutory regulations, standards, regulations, municipal laws and by-laws and the manufacturers' specifications and codes of practice.

The maintenance schedules and frequency shall be developed under the maintenance control plan to be instituted by the Contractor, as specified in Additional Specification SA: General Maintenance.

All new equipment, components and materials supplied and installed under the maintenance contract shall be furnished with a prescribed manufactures guarantee.

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

- (a) Steam piping installation
- (b) Condensate piping installation
- (c) Supports and bracketing



- (d) Lagging and cladding
- (e) Steam ancillary equipment
- (f) Condensate ancillary equipment
- (g) Condensate pumping systems
- (h) Electrical controls, panels and wiring.

The Contractor shall be remunerated monthly, based on his performance, for maintaining the complete installation in a perfect functional condition.

FB 13.02 ROUTINE PREVENTATIVE MAINTENANCE

The routine maintenance of the installations, systems and equipment shall be done in accordance with Additional Specification SA: General Maintenance and the Particular Specification related to this work.

The routine maintenance work to be performed and executed shall include, but not be limited to the items listed in tables FB 13.02/1, FB 13.02/2, FB 13.02/3 and FB 13.02/4 below under the respective headings. These actions and findings shall be logged and reported on the relevant approved schedules and reports



TABLE FB 13.02/1: ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	Inspect all steam and condensate installations for any visible defects, leaks, damages or/and pending faults.	Contractor	Check/Record
2	Check and record all pressure gauge readings and readjust equipment if necessary.	Contractor	Adjust/Check/Record
3	Check operation of condensate pumps and controls for correct functioning.	Contractor	Check/Record
4	Check steam trap arrangements for correct operation.	Contractor	Check/Record
5	Report any faults, defects, leaks, damages, etc, to Engineer.	User Client	Check/Record/Report
6	Blow down all dirt pockets and record.	Contractor	Service/Record
7	Clean out all strainers and record.	Contractor	Service/Record
8	Check all valve gland seals and packings for leaks and replace and repair if necessary.	Contractor	Check/Service/Repair/Record
9	Check, inspect and repair if necessary all expansion joints for leaks and damages.	Contractor	Check/Repair/Record
10	Check sight glasses and repair, clean and replace where necessary.	Contractor	Check/Service/Repair/Record
11	Check all safety devices for correct operation and repair and replace where necessary.	Contractor	Check/Service/Repair/Record
12	Check and test all electrical control functions and operations.	Contractor	Check/Service/Repair/Record



	Repair and report any faults and defects.		
13	Complete logbook and report.	Contractor	Report
14	Service, repair, clean, replace seals, gaskets, reset and/or replace worn parts as directed by the manufacturer of all steam traps.	Contractor	Check/Service/Repair/Report
15	Service, repair, replace glasses and gaskets where necessary and clean all sight glasses.	Contractor	Check/Service, Repair, Report
16	Repair lagging and cladding where necessary.	Contractor	Check/Repair/Report
17	Repair all steam leaks.	Contractor	Check/Repair/Report
18	Clean out and repair all condensate tanks.	Contractor	Check/Service/Report
19	Test, inspect and repair all condensate pumps.	Contractor	Check/Service/Repair/Report
20	Lubricate all lubrication points in accordance with the manufacturer's specification.	Contractor	Check/Service/Report
21	Complete logbook and report.	Contractor	Report

TABLE FB 13.02/2: ANNUAL ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	All as listed under table above	User Client / Contractor	Check/Record/Adjust/Repair
2	Annual survey by inspector	Contractor, Department and Inspector	Inspect / Test / Service / Repair
3	Inspect and repaint all equipment where required.	Contractor	Inspect / Test / Service / Repair
4	Remove, strip, service, repair, adjust and replace where	Contractor	Service / Repair / Adjust / Report



	necessary all pressure control and safety valve equipment.		
5	Complete logbook and report.	Contractor	Report

FB 13.03 CORRECTIVE MAINTENANCE

Corrective maintenance of the installations, systems and equipment shall be done in accordance with Additional Specification SA: General Maintenance and the Particular Specification related to this work.

Contractor shall inspect and check all equipment, materials, systems and installation for any pending breakdowns, maladjustments or anomalies of equipment.

Contractor shall report and take actions to correct such defects.

FB 13.04 **BREAKDOWN MAINTENANCE**

Breakdown maintenance of the installations, systems and equipment shall be done in accordance with Additional Specifications SA: General Maintenance.

Breakdown problems experienced shall be acted upon within the time limitations allowed in the General Maintenance specifications.

Breakdown maintenance shall be done in accordance with the relevant specifications, standards, regulations and codes.

Contractor shall have access to the necessary spares, equipment and tools for any possible breakdowns.

DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)

The successful bidder will be subjected to the drawing up of service level agreement between the client Department, DPWI and the bidder as follows:

Invitation to attend and participate:

In the drawing up of a service level agreement between the Department of Public Works Infrastructure, our client department-**Baviaanspoort DCS** and the appointed service provider (contractors).

The purpose:

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

- To enter the premises.
- Implementation of day register/for recording purposes.
- To contact the relevant/right person.
- To execute the required service.
- And to exit the premises with all the relevant documents.
- To ensure that the job cards are understood and filed in properly.
- To interphase the pilot project for the call centre.
- To introduce the new service providers.



- To establish the protocol on site behaviour, clear identification and OHSA
- The do's and don'ts'.
- How to deal with services not completed or not completed properly.
- The closing of calls/services rendered successfully.

The outcome

To forge a healthy relationship with every stakeholder from the beginning
Which will result in a win-win situation for all the concerned parties.

And

To establish a benchmark whereby service delivery can be measured.

And

To avoid the non-complaint by either parties this could result into no service delivery.

**Steam Generation plant, Steam and Condensate Reticulation and Various
 Mechanical Equipment**

PART NO	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
1	15mm copper tubing; class 2; 5.51m length	L	1			
2	20mm copper tubing; class 2; 5.5m length	L	1			
3	25mm copper tubing; class 2; 5.5m length	L	1			
4	80mm copper tubing, class 2 5.5m length	L	1			
5	50mm copper tubing, class 2 5.5m length	L	1			
6	40mm copper tubing, class 2 5.5m length	L	1			
10	Valve gland packing 12,5mm roll	Roll	1			
11	Valve gland packing 10mm roll	Roll	1			
12	Valve gland packing 6mm roll	Roll	1			
13	Graphite pipe jointing compound 5kg container		1			
14	PTFE thread sealing tape roll	Roll	1			
15	Rope packing; non asbestos; 40mm x 30m roll	Roll	1			
16	Rope packing; non asbestos; 25mm x 30m roll	Roll	1			
17	Rope packing; non asbestos; 15mm x 30m roll	Roll	1			
18	Manhole gaskets, spirally wound; 460mm x 340mm x 5mm thick x 32mm winding with	No	1			
19	Side wall header gaskets, spirally wound; 125mm x 82mm x 5mm thick x 10mm winding width	No	1			
20	Gland packing for Sulzer HCP 15-6½ boiler feed water pump; 6 packing per set	No	1			
21	Lined webbing; non asbestos; rolls of 50mm x 6mm x 30m	Rolls	1			
	Total per year			R	R	R
	Table 1- Total for 3 years					R

PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
24	Acetylene 8,kg cylinder	Cylinder	1			
25	Industrial quality Oxygen 11,5kg cylinder	Cylinder	1			
26	Welding electrodes 2,5mm x 5kg	Kg	1			
27	Welding electrodes 3,2mm x 5kg	Kg	1			
28	Brazing rods 1,5mm x 5kg	Kg	1			
29	Brazing rods 2,5mm x 5kg	Kg	1			
30	Brazing flux 500g container	G	1			
31	Silver solder 100g	G	1			
32	Copper to copper gas welding rods	Kg	1			
33	Gear box oil SAE 90 5 litre container	Litre	1			
34	Motor oil SAE 30 5 litre container	Litre	1			
35	Hydraulic oil CONDOR 310 20 litre containers	Litre	1			
36	Paraffin 20 litre containers	Litre	1			
37	General purpose grease 5kg containers	Kg	1			
38	High temperature soot blower grease 15kg	Kg	1			
39	Bolts, 6mm dia x 25mm long & nuts (HTS)	S	1			
40	Bolts, 8mm dia x 25mm long & nuts (HTS)	S	1			
41	Bolts, 8mm dia x 40mm long & nuts (HTS)	S	1			
42	Bolts, 10mm dia x 25mm long & nuts (HTS)	S	1			
43	Bolts, 10mm dia x 40mm long & nuts (HTS)	S	1			
44	Bolts, 10mm dia x 50mm long & nuts (HTS)	S	1			
45	Bolts, 12mm dia x 40mm long & nuts (HTS)	S	1			
46	Bolts, 12mm dia x 50mm long & nuts (HTS)	S	1			
47	Bolts, 16mm dia x 40mm long & nuts (HTS)	S	1			
48	Bolts, 16mm dia x 50mm dia x 50mm long & nuts (HTS)	S	1			
49	Bolts, 16mm dia x 65mm long & nuts (HTS)	S	1			
50	Bolts, 16mm dia x 80mm long & nuts (HTS)	S	1			
	Total per year			R	R	R
	Table 2- Total for 3 years					R



PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
51	Bolts, 16mm dia x 100mm long & nuts (HTS)	S	1			
52	Bolts, 20mm dia x 50mm long & nuts (HTS)	S	1			
53	Bolts, 20mm dia x 80mm long & nuts (HTS)	S	1			
54	Bolts, 20mm dia x 100mm long & nuts (HTS)	S	1			
55	Paint: PWT TPA no 1; 5 litre containers	litre	1			
56	Refractory Mortar; 25kg bags (Refcast 50)	Kg	1			
57	Fibre glass wool sheeting: 50mm x 1,2mm x 6m roll	Roll	1			
58	Pressure recorder charts for Negretti and Zambra P/N 9D192X	S	1			
59	Conveyor belting for ach conveyor 400mm wide x 12mm thick 3 ply	M	1			
60	Troughing rollers for ash conveyor 177mm width x 100mm dia x 25mm shaft dia	S	1			
61	Return rollers for ash conveyor 485mm width x 100mm dia x 25mm shaft dia	S	1			
62	Idle rollers for ash conveyor 485mm width x 150mm dia x 25mm shaft dia	S	1			
63	Compensating rollers for ash conveyor 485mm width x 150mm dia x 25mm shaft dia	S	1			
64	Conveyor belting for coal conveyor 550mm wide x 12mm thick, 3 ply	M	1			
65	Troughing rollers for coal conveyor 100mm width x 190mm dia x 20mm shaft dia	S	1			
66	Return rollers for coal conveyor 100mm width x 535mm dia x 20mm shaft dia	S	1			
67	Roller bearings: SKF 6311 ZZ	S	1			
68	Roller bearings: SKF 6310 ZZ	S	1			
69	Roller bearings: SKF 6306 ZZ	S	1			
70	Roller bearings: SKF 6308 ZZ	S	1			
71	Roller bearings; MJR 38mm shaft dia	S	1			

72	Roller bearings; RM 11	S			1			
73	Roller bearings; NTN 22211 W 33 K	S			1			
74	Roller bearings; KOYO 22209 RWK 33	S			1			
75	Roller bearings; KOYO 30215J	S			1			
76	Roller bearings; SKF 6003	S			1			
77	40mm steam Barrel nipples	S			1			
78	50mm steam barrel nipples	S			1			
79	15mm gate valves	S			1			
80	20mm gate valves	S			1			
81	25mm gate valves	S			1			
	Total per year					R	R	R
	Table 3- Total for 3 years							R

PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
82	40mm gate valves	S	1			
83	50mm gate valves	S	1			
84	15 stainless steel ball valves	S	1			
85	20 stainless steel ball valves	S	1			
86	25 stainless steel ball valves	S	1			
87	15mm long radius 90° steam bend	S	1			
88	20mm long radius 90° steam bend	S	1			
89	25mm long radius 90° steam bend	S	1			
90	40mm long radius 90° steam bend	S	1			
91	50mm long radius 90° steam bend	S	1			
92	15mm C/C weldon Elbows	S	1			
93	20mm C/C Weldon Elbows	S	1			
94	25mm C/C Weldon Elbows	S	1			
95	40mm C/C Weldon Elbows	S	1			
96	50mm C/C Weldon Elbows	S	1			
97	15mm C/C Weldon T pieces	S	1			
98	20mm C/C Weldon T pieces	S	1			
99	25mm C/C Weldon T pieces	S	1			
100	40mm C/C Weldon T pieces	S	1			
101	50mm C/C Weldon T pieces	S	1			
102	15mm C/C Weldon straight connectors	S	1			
103	20mm C/C Weldon straight connectors	S	1			
104	25mm C/C Weldon straight connectors	S	1			
105	45mm C/C Weldon straight connectors	S	1			
106	50mm C/C Weldon straight connectors	S	1			
107	25 to 15mm C/C Weldon reducing sockets	S	1			
108	25 to 20mm C/C Weldon reducing sockets	S	1			
109	15mm Spirax ft 14 ball float trap	S	1			
110	20mm Spirax ft 14 ball float trap	S	1			
	Total per year			R	R	R

Table 4- Total for 3 years		R
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PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
111	25mm Spirax ft 14 ball float trap	S	1			
112	15mm Armstrong 800 Inverted Bucket Trap	S	1			
113	20mm Armstrong 800 Inverted Bucket Trap	S	1			
114	20mm Armstrong 812 Inverted Bucket Trap	S	1			
115	25mm Armstrong 812 Inverted Bucket Trap	S	1			
116	15mm Steam strainer brass body	S	1			
117	20mm Steam strainer brass body	S	1			
118	25mm Steam strainer brass body	S	1			
119	15mm Steam flap type Non return valve	S	1			
120	20mm Steam flap type non return valve	S	1			
121	25mm Steam flap type non return valve	S	1			
122	40mm Steam flap type non return valve	S	1			
123	50mm Steam flap type non return valve	S	1			
124	15mm Sight glass 50mm single window brass body	S	1			
125	20mm Sight glass 50mm single window brass body	S	1			
126	25mm Sight glass 50mm single window brass body	S	1			
127	15 – 20mm sight glass window repair kit	S	1			
128	15mm cone face steam unions	S	1			
129	20mm cone face steam unions	S	1			
130	25mm cone face steam unions	S	1			
131	40mm cone face steam unions	S	1			
132	50mm cone face steam unions	S	1			
133	15mm S/S trim steam globe valve 1000 kPa	S	1			
134	20mm S/S trim steam globe valve 1000 kPa	S	1			
135	25mm S/S trim steam globe valve 1000 kPa	S	1			
136	40mm S/S trim steam globe valve 1000 kPa	S	1			
137	50mm S/S trim steam globe valve 1000 kPa	S	1			
138	15mm steam barrel nipples	S	1			
	Total per year			R	R	R
	Table 5- Total for 3 years					R

PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
139	20mm steam barrel nipples	S	1			
140	25mm steam barrel nipples	S	1			
141	50 to 40mm C/C reducing sockets	S	1			
142	40 to 25mm C/C reducing sockets	S	1			
145	20mm Hornes valves	S	1			
146	25mm Hornes valves	S	1			
147	40mm Hornes valves	S	1			
148	0-100°C 75mm face dial thermometer	S	1			
149	0-100°C Angle poise thermometer	S	1			
150	10mm BSP gauge cock	S	1			
151	10mm Syphon tube	S	1			
152	15mm Quarter turn valves (Boiler)	S	1			
153	20mm Quarter turn valves (Boiler)	S	1			
156	25mm Mobrey sequencing valves (Boiler)	S	1			
157	Pressure gauge 100mm dia bottom entry x 10mm BSP thread range 0 to 2000 kPa	S	1			
158	Nylatron Elevator Buckets Outside length 320mm width 180mm depth 130mm projection 165mm wall thickness 8mm approx weight 1,13kg approx capacity 4,50 litre	S	1			
159	Coal screws flight pitch 150mm x 14m	S	1			
160	Gear box make ISQ 206118, Type VF130AP13285 Ratio 30MTGB3	S	1			
161	Motor 5.5kw 380 Volt 3PH	S	1			
162	Cross feed flight pitch 200mm x 17m	S	1			
163	Gear box make ISQ 206118, Type VF130AP13285 Ratio 30MTGB3	S	1			
164	Motor 5.5kw 380 Volt 3PH	S	1			
	Total per year			R	R	R
	Table 6- Total for 3 years					R



PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
165	Feed water pumps Grundfos Model no. A96501222P31233 Serial no. CR10-16A-FJ-A-E-HQQE	S	1			
166	Feed water pumps stork MCH 14A-7	S	1			
168	Guillotine door cables 6mm x 450mm	S	1			
169	Bearings FJU210 flanges	S	1			
170	V belts SPZ1600	S	1			
171	V belts 16 N x 3170	S	1			
172	20mm gauge column glass tubes	S	1			
173	20mm gauge column glass tube cone rubbers	S	1			
175	Complete John Thompson boiler control panel	S	1			
176	Complete Premier metal boiler control panel	S	1			
177	Blower motor	S	1			
178	Blower motor gasket	S	1			
179	Fuel nozzle	S	1			
180	Burner head	S	1			
181	Burner cone	S	1			
182	Burner head gasket	S	1			
183	Burner blower housing	S	1			
184	Front end gasket	S	1			
185	Rear end gasket	S	1			
186	50mm cast steel straight globe valve	S	1			
187	40MM blow down valve	S	1			
188	Grit trolley	S	1			
189	Fuel trim 73/6000 (151294/151309POT+KNOB) JT	S	1			
190	Water Mert Kent WP4000 2" (SENS 1566131)	S	1			
191	Condensate meter Meinecke WPD 50 2"	S	1			
192	Water Control valve Bernad 0276000	S	1			
193	Level switch Mobrey	S	1			

	Total per year					R	R
	Table 7- Total for 3 years					R	

PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
195	Manhole gaskets, spirally wound; 405mm x 305mm x 5mm thick x 32mm winding width	S	1			
196	Lined webbing, non-asbestos; 50mm x 6mm x 30mm	S	1			
197	Packing material: 1,5mm Graphite impregnated, wire reinforced sheet 1,2m x 2,5m x 3mm	S	1			
199	Paint: PWT TPA no 1 container	S	1			
204	Stoker mat common links	S	1			
205	Stoker mat drive links	S	1			
206	Stoker mat drive sprockets	S	1			
207	Stoker roller	S	1			
208	Stoker links rods	S	1			
209	Carbo-frax blocks	S	1			
210	Carbo-frax blocks supports	S	1			
211	Carbo-frax end blocks	S	1			
212	Carbo-frax distant pieces	S	1			
213	Washers 14mm	S	1			
214	3mm split pins	S	1			
215	Guillotine door 1050 x 300 x 90	S	1			
216	Feed water pump Calpido CP3KW 5.8 amp 380 Volt	S	1			
217	Ash extractor frame complete	S	1			
218	5 groove pulleys	S	1			
219	Mobrey control valve PC board Type 86436	S	1			
220	Level switch Mobrey	S	1			
	Total per year			R	R	R
	Table 8- Total for 3 years					R

PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
221	Sauter electric motor IP 55 ID	S	1			
222	FD electrical motor (SMM) Squirrel cage 3 phase TEFC D1325 5,5KW	S	1			
223	Stoker electrical motor R47 DT 80K4 0,55 KW	S	1			
224	ID fan electrical motor AFMAC model 6312 30KW	S	1			
225	Feed pump electrical motor hawker sidely DF 160 MP 15KW 80C rise 3 phase	S	1			
226	Feed Pump electrical motor WEG 160M 15KW 3 phase	S	1			
227	Feed pump electrical motor Siemens K4 95503 15KW 3 phase	S	1			
228	Electrical motor 0,75 KW 3 phase RPM 2850 230-240 volts	S	1			
229	Electrical motor Moway CMC075T 0,55KW 0,75HP RPM2800	S	1			
230	Electrical motor Ebara CMAR-00T 0,75KW RPM2850 1,0HP	S	1			
231	Bearings SKF 6208	S	1			
232	Bearings 630903/2	S	1			
233	Steam Separator 6"	S	1			
234	Expansion Bellows 5" single	S	1			
	COAL FIRED BOILERS					
240	Preparation for statutory inspection as per item 2 – 4 Ton up to 6 ton	S	1			
241	Preparation for statutory inspection as per item 2 – 8 Ton up to 10 ton	S	1			
	Total per year			R	R	R
	Table 9- Total for 3 years					R

PART NO:	LABOUR AND TRAVELLING	UNIT	PROVISIONAL QUANTITIES	YEAR 1	YEAR 2	YEAR 3
	LABOUR HIRING					
254	Boiler Operators paragraph 17.04	p/h	1			
255	Boiler Cleaners	p/h	1			
256	Artisan	p/h	1			
257	Artisan overtime	p/h	1			
258	Artisan Sunday and Public Holidays	p/h	1			
259	Artisan Assistant	p/h	1			
260	Artisan Assistant over timer	p/h	1			
261	Artisan Assistant Sunday and Public Holidays	p/h	1			
261	Traveling can only be book from the relevant Regional Office to the institution in that relevant Region	p/km	AA	AA	AA	AA
	Total per year			R	R	R
	Table 10- Total for 3 years					R



SUMMARY OF PRICE SCHEDULE

1. Subtotal table 1	R _____
2. Subtotal table 2	R _____
3. Subtotal table 3	R _____
4. Subtotal table 4	R _____
5. Subtotal table 5	R _____
6. Subtotal table 6	R _____
7. Subtotal table 7	R _____
8. Subtotal table 8	R _____
9. Subtotal table 9	R _____
10. Subtotal table 10	R _____
11. Provisional amount	R1,750,000.00 _____
Sub-total	R _____
Value-added Tax (VAT)	R _____

Total carried forward to DPW Tender R _____

VAT Registration No : _____ (if applicable)

Grand total to be carried over to DPW 07 (FM) Offer and Acceptance form in document failing to do so will deemed to be a non-responsive bid.

1. This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.
2. All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.

NAME OF Bidder:	
ADRESS:	
CONTACT DETAILS:	
Email:	

SIGNED _____ **DATE** _____



DRPW – 03 (EC) TENDER DATA

Bid no: PT24/056

Bid/ Project Description: MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS

Paste Tender Data here

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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



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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....
.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____ *(project description as per Tender Document)*

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



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

Note:

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

ENTERPRISE STAMP

--

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

Physical address: _____

Postal Code _____



Postal Address:

Postal Code

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

--



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1	
2	
3	
4	
5	
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7	
8	

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

B.

Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

- C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
3			
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10			
11			
12			
13			

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

Note:

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



DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS		
Tender / Quotation no:	PT24/056	Reference no:	1672

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: N/A

Venue: N/A

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS		
Tender / Quotation no:	PT24/056	Reference no:	1672

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

PROCUREMENT

Tender Number: PT24/056

☐ EME² ☐ QSE³ ☐ Non EME/QSE (tick applicable box)

Name of Tenderer

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

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

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

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	MAINTENANCE, SERVICE AND REPAIRS OF STEAM RETICULATION BOILERS FOR A PERIOD OF 36 MONTHS AT BAVIAANSPOORT PRISON-DCS		
Tender / Quotation no:	PT24/056	Closing date: Monday, 03 February 2025	Time: 11H00 am

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

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

1.1. Current projects

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



1.2. Completed projects

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

Name of Tenderer	Signature
	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

- “tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- “the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10



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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



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

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



3. I hereby declare under Oath that:

- ☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

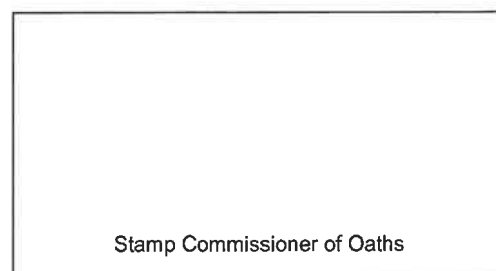
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

- ☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

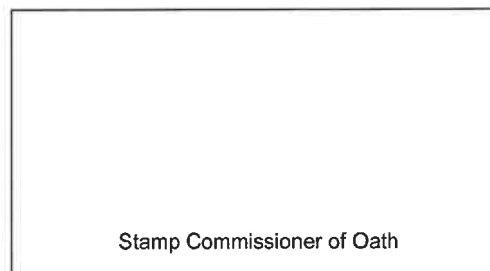
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

This affidavit **must** be used for Construction/ CIDB related projects/ service **only**

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

- o Black Youth % _____ %
- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %

o Black Military Veterans % _____ %

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

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

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

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

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

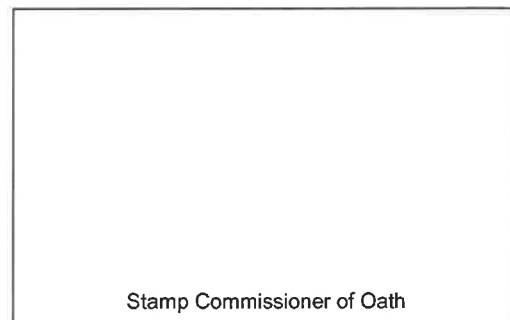
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



Stamp Commissioner of Oath



FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

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



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

2. INTERPRETATION

2.1. In this Contract, except where the context otherwise requires:

2.1.1 The masculine includes the feminine and the neuter, vice versa;

2.1.2 The singular includes the plural; and vice versa

2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.

2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.



- 2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4. *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*
- 2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. DURATION

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*
- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*



- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

- 9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in*



any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
 - 9.2.1 *employees, officers and directors of the Service Provider; and*
 - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*
- 10. **AMBIGUITY IN DOCUMENTS**
 - 10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*
- 11. **INSURANCES**
 - 11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*
- 12. **ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**
 - 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
 - 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
 - 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*



- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*
13. **PROGRAMME**
- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*
14. **SUBCONTRACTING**
- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*
15. **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**
- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*
16. **COMPLIANCE WITH LEGISLATION**
- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*



- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*
- 16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*
17. **REPORTING OF INCIDENTS**
- 17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*
- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*
18. **NUISANCE**
- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*
19. **MATERIALS, WORKMANSHIP AND EQUIPMENT**
- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*



- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. URGENT WORK

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

21. INDEMNIFICATIONS

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*
- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

22. VARIATIONS

- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*

- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*
23. **IDENTIFIED PROJECTS**
- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
 - (b) *state the due commencement and completion dates of the relevant Identified Project;*
 - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties;*
and
 - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*



- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

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

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

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

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

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

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

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

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

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

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

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

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

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense,



take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

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

- 23.12 *Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.*
- 23.13 *Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.*
- 23.14 *Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

- 25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*
- 25.1.1 *delays in performing any of the Services;*
- 25.1.2 *fails to perform any of the Services;*
- 25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*

- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*
26. **PAYMENTS**
- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
 - 26.2.2 *adjustments in terms of the pricing data;*
 - 26.2.3 *additional work rendered by the Service Provider;*
 - 26.2.4 *CPAP adjustment where stated in the Contract Data; and*
 - 26.2.5 *VAT. Vat will be indicated separately in all documents.*
- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*
- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- i. *Deductions for penalties;*
 - ii. *Deductions for overpayments;*
 - iii. *Deductions for retention*
 - iv. *Deductions for damages.*
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*

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

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

27. RELEASE OF SECURITY

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

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

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

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

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

27.3 *If the form of security selected is:*

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

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

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

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

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

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

28. OVERPAYMENTS

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



29. COMPLETION

- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*

30. ASSIGNMENT

- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including*



costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. *BREACH OF CONTRACT*

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

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

33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*

33.1.3 *To suspend further payments to the Service Provider;*

33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*

- 33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*

- 33.3 *In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:*

33.3.1 *enforce strict compliance with the terms and conditions of the Contract; or*

33.3.2 *terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.*

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

- 34.1 *The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.*

- 34.2 *The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:*

34.2.1 *on breach of this Contract by the Service Provider as stipulated in Clause 33;*

34.2.2 *on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;*

34.2.3 *if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;*



- 34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*
- 34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*
- 34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*
- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*
- 34.4 *Further, the Contract shall be considered as having been terminated:*
- 34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*
- 34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*
- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*
- 34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*
- 34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*
- 34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*
35. **DISPUTE RESOLUTION**
- 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
- 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
- 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
- 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
- 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*



- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*
36. **GENERAL**
- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*
37. **DOMICILIUM CITANDI ET EXECUTANDI**
- 37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*
- 37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*
- 37.3 *Any notice in terms of the conditions of the Agreement must either be:*
- 37.3.1 *delivered by hand during normal business hours of the recipient; or*
- 37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*
- 37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*
- 37.4.1 *if hand-delivered on the date of delivery;*
- 37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*
- 37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*



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