



**THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:**

<b>Tender no:</b>	CPTYT 07/ 25	<b>Reference no:</b>	
<b>Advertising date:</b>	09/12/2025	<b>Closing date:</b>	27/01/2026
<b>Closing time:</b>	11:00 AM	<b>Validity period:</b>	84 Calendar days

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range** **select class of construction works** **PE** or **4**

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

**FUNCTIONALITY CRITERIA APPLICABLE**

**FUNCTIONALITY CRITERIA APPLICABLE** YES ☐ NO ☒  
**Note 1:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

(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)

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.  
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".

*insert motivation (if the provided space is not enough attach a memorandum)*

**3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:**

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**3.1. Indicate which preference points scoring system is applicable for this bid:**

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

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.
8	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	<p>There will be a compulsory bid clarification / site-briefing meeting, and all potential bidders must attend.</p> <p>A compulsory bid clarification / site briefing meeting is necessary for all potential bidders to attend in order to clarify the latest tender documentation, project requirements and avoid unnecessary errors and omissions. The bidders must sign the attendance register at the meeting as proof of attendance and the register will be closed at the venue after the meeting.</p> <p>Failure to sign the attendance register will render your bid non-responsive.</p>
11	<input checked="" type="checkbox"/>	Grand total from Pricing schedule/Summary page must be carried over to the DPW-07 (EC) form
12	<input checked="" type="checkbox"/>	Bidders must comply with the Addenda requirements to the tender documents, if any

13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

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

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



1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda
14	<input checked="" type="checkbox"/>	The tenderer shall submit a fully priced Pricing Schedule and summary pages with the tender document (duly completed document inclusive of all parts).
15	<input type="checkbox"/>	



16	<input checked="" type="checkbox"/>	<p><b>1. EXPERIENCE</b></p> <p>The bidder must submit a minimum of 2 (two) or more projects in the past 10 years relating to Service Fire Equipment with a minimum value of R450 000 accumulatively. Completed projects as listed on the DPW-09 (EC) form.</p> <p>The following documents must be submitted in relation to the above:</p> <ol style="list-style-type: none"> <li>1. Signed Appointment letter(s) by the employer on an official letterhead with clear contract description, contract value, contract duration and contact details.</li> <li>OR</li> <li>2. Signed Completion Certificate with clear contract description, contract value and contract duration.</li> <li>OR</li> <li>3. Purchase order with clear contract description, contract value and contract duration.</li> </ol> <p>Each of the above submitted documents must be accompanied by reference letter(s) on an official letter head and must be aligned to the submitted completed projects. Each reference letter must contain contract description, contract duration, contract value and contact details.</p> <p><b>2. Resources</b></p> <p>Resources: Qualified Staff - 2 x Technician Artisan</p> <p>The bidder must submit two (2) Accredited Technician who is registered in accordance with SANS1475, bidders must submit proof of SAQCC registration of fire Serviceman Technician (that is a copy of the card of the Serviceman Technician or Letter issued by SAQCC, clearly indicating the name and registration number of the fire Serviceman. Technicians must be registered under the name of the bidder who submits the bid. with a minimum 3 years' relevant experience in Repairs &amp; Maintenance to Service Fire Equipment.</p> <p>The bidder must attach a minimum of two (2) detailed CV (s) of staff – with certified Qualifications by Commissioner of Oath.</p> <p>Fire Servicing Technical (SAQCC) Registered. The company must submit proof of valid certification issued by any recognised body in South Africa (Example, SACAS, BSI, SANAS, SABS etc)</p> <p>Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points.</p> <p><b>3 Resources: Vehicles (LDV's/Double, Single or Extended Cabs)</b></p> <p>The bidder must provide proof for a minimum of two (2) vehicles to cover the Area as listed in the Special Conditions of Contract for the Area in which the bidder has bid in.</p> <p>The bidder must provide one of the following as proof of vehicles:</p> <ol style="list-style-type: none"> <li>1. Certified copy of certificate of vehicle Licence Disk with the director's name or company name stated as the owner.</li> <li>OR</li> <li>2. A lease agreement signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract.</li> <li>OR</li> <li>3. A signed letter of intent by the company director to purchase or lease vehicles upon award.</li> </ol> <p>The bidder will be given 7 calendar days to purchase or lease vehicles if awarded the tender.</p>
17	<input type="checkbox"/>	Specify other responsiveness criteria



18	<input type="checkbox"/>	Specify other responsiveness criteria
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4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

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

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

☒ **5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



OR	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	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) 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 naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).



## 6. BID EVALUATION METHOD

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

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 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 10 (from 2015 to 2025) years.**

The tendering Service Provider's experience on comparable projects during the past 10 (from 2015 to 2025) 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 10 (from 2015 to 2025) years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 (from 2015 to 2025) years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the

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".

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)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	<b>cidb BUILD Programme:</b> 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. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– 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 48483 of 28 April 2023 for official version, 31 March 2023. <a href="http://www.gpwonline.co.za">www.gpwonline.co.za</a>	Applicable
(i)		Select

## 9. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)



- ☒ Alternatively; Bid documents may be collected during working hours at the following address 9th Floor, Customs House Building, Heerengracht Street, Foreshore, Cape Town. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

#### 10. SITE INSPECTION MEETING

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

Attendance of said pre- tender site inspection meeting is **compulsory**

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

<b>Venue:</b>	3 rd floor Dome, Customs House Building, Heerengracht Street, Foreshore, Cape Town		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	16/01/2026	<b>Starting time:</b>	11h00am

#### 11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Siviwe Adonis	<b>Telephone no:</b>	021 402 2167
<b>Cellular phone no</b>	067 414 7084	<b>Fax no:</b>	N/A
<b>E-mail</b>	Siviwe.Adonis@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Zukiswa Nomnqa	<b>Telephone no:</b>	021 402 2425
<b>Cellular phone no</b>	N/A	<b>Fax no:</b>	N/A
<b>E-mail</b>	Zukiswa.Nomnqa@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).



<b>Tender documents may be posted to:</b>  The Director-General Department of Public Works and Infrastructure Private Bag X  <b>Attention:</b> <b>Procurement section: Room</b>	<b>OR</b>	<b>Deposited in the tender box at:</b>  Customs House Building Ground Floor, Main Entrance Heerengracht Foreshore Cape Town
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## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	36 Month Term Contract: Service Fire Equipment - Area 1		
Tender / Quotation no:	CPTYT 07/25	Reference no:	

### OFFER

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

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

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

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

Rand (in figures) R .....

Rand (in words).....

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

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

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

Company or Close Corporation:

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

Tender / Quotation no: CPT YT 07/25

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

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

For Internal & External Use



**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 / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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

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

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

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

For Internal & External Use

**Tender / Quotation no:** CPTYT 07/25

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

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

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

Fax No .....

Postal address .....

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

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

CIDB Registration Number: .....

**ACCEPTANCE**

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

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

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

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

For Internal & External Use



Tender / Quotation no: CPTYT 07/25

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

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

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

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

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

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
For Internal & External Use



## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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".

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Effective date 5 July 2022

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....  
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;  
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.  
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.  
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.  
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

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

Effective date 5 July 2022

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## 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 Bid / Tender to the Department of Public Works in respect of the following project:

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

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

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

	Name	Capacity	Signature
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# PA-15.1: Resolution of Board of Directors

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

## Note:

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

## ENTERPRISE STAMP



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

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

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

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

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

### RESOLVED that:

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

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

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

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

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

2. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)



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

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

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

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

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

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

### Note:

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

### ENTERPRISE STAMP

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

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

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

Held at \_\_\_\_\_  
on \_\_\_\_\_ (place)  
\_\_\_\_\_ (date)

**RESOLVED that:**

**RESOLVED that:**

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

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

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

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

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

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

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

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



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

**Note:**

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



## 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
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

### 1.3 Points for this tender shall be awarded for:

#### 1.3.1 Price; and

#### 1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

☐ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

			<p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p>

			<ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
----	--	---	---

**1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

		owned by black women (mandatory)		
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	<b>OR</b>			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) 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 naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

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

### 3. 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

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 4: 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	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

- 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.

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

# PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: CPTYT 07/25

Name of Tenderer .....

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

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

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

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

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

# PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: CPTYT 07/25

## 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), 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 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	SERVICE OF FIRE EQUIPMENT AREA 1			
<b>Tender / quotation no:</b>	CPTYT 07/25	<b>Closing date:</b>	27/01/2026	
<b>Advertising date:</b>	09/12/2025	<b>Validity period:</b>	84 days	

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

#### 1.1. Current projects

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

**Projects completed in the previous 5 (five) years**

Name of Tenderer	Signature	Date



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

Project title:	36 Month Term Contract: Service Fire Equipment - Area 1		
Tender no:	CPTYT 07/25	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date



public works  
& infrastructure

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

## BID DOCUMENT

**INVITATION TO BID FOR THE SERVICING OF FIRE EQUIPMENT AT ALL  
STATE OWN BUILDINGS AND COMPLEXISES**

**FOR THE APPOINTMENT OF 36 Month Term Contract: Service Fire Equipment -  
Area 1**

**BID NO: CPT YT 07/25**

**Name of BIDDER: .....**

**ISSUED BY:**  
THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS

**Prepared by: S.Adonis:**

**CHIEF WORKS MANAGER**

## **CONTENTS OF DOCUMENT**

### **Description**

#### **The Bid returnable documents**

##### **T1: BIDDING PROCEDURES:**

###### **DPW Forms:**

1. **PA-04 (EC):** Notice and Invitation to Tender
2. **DPW 07(EC)Form of Offer and Acceptance**
3. **PA-11:** Declaration of Interest and Bidder's Past Supply Chain
- 5 **PA-15.1:** Resolution of Board of Directors
- 6 **PA-15.2:** Resolution of Board of Directors to Enter into Consortia or Joint Ventures
- 7 **PA-15.3:** Special Resolution of Consortia or Joint Ventures
- 8 **PA-16**
- 9 **PA-40:** Declaration of Designated Groups for Preferential Procurement
- 10 **DPW-09 (EC):** Particulars of Tender's Projects

##### **C2: PRICING DATA**

C2.1 Pricing Instructions

C2.2 Schedule of Rates Document

##### **C3: SCOPE OF WORK**

C3.1 Scope of Work

##### **C4: SITE INFORMATION**

C4.1 Site Information

### **Annexures**

A1 Job Card

A2 Fire Register

**INDEX: CLAUSES**

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## 36 Month Term Contract: Service Fire Equipment

### 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 quality 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 the Services and indicates the quantities and rates associated with each item the Employer agrees to pay the Service Provider for the Services Completed
- 1.1.3 "Certificate of Completions" 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 Services Provider is notified 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 the Commencement Date for the period stated in the Contract Data:
- 1.1.8 "Contract Price" means the to be paid for the Service in accordance with the Pricing Data, subject to such additions thereto or deduction thereto or deductions there from as may be from time to time under the provision of the Contract;
- 1.1.9 "Contract Sum" refers to the amount stated by the Services 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 material 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 thereto or additions thereto from time to time to be 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 appliance, 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 omissions 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 Service Provider recording the Acceptance of the Service Provider's offer;

### 36 Month Term Contract: Service Fire Equipment

- 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 the 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 "Rates" means for all items bided in this document shall include for additional cost, and shall be representative of the actual cost involved in the executing thereof plus a reasonable mark up and should be valid whether the work associated therewith will be carried out once or more frequently;
- "Not Applicable" (N/A) means Not to price or complete;
- 1.1.23 "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;
- 1.1.24 "Service Provider" means the Bidder, 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, executor's administrators, trustees, judicial managers or liquidators as the case may be, but not except with written consent of the Employer, any assignee of the Service Provider;
- 1.1.25 "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 thereto;
- 1.1.26 "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;
- 1.1.27 "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.
- 1.1.28 "Transitional Stage" refers to the period indicated in the Contract Data which commences immediately on the expiry of the Service Period, and 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 references purposes only and shall not affect the interpretation of the provision to which they relate.

### **36 Month Term Contract: Service Fire Equipment**

- 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 or imposing obligations on any Party, effect shall be given 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 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 of duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of Contract shall however be valid unless the terms and conditions of such extension has been reduced in writing and signed by the authorized representatives of both Parties.

#### **4. RIGHTS AND OBLIGATIONS OF 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 Services Provider for the proper execution of the Service.
  - 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 SERVICES 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 persons authorized 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 authorization 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 to the Services.
- 5.5. Should the 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 a reasonable ground to be undesirable the Employer may, in writing and other with reason thereof 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 affect such removal as referred to in 5.5 above, within a day of receipt of the Employer written request.

### **36 Month Term Contract: Service Fire Equipment**

- 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 Services 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 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 delegate to the Service Manager who shall confirm, reverse or verify the order or instruction.

#### **7 SECURITY CLEARANCE**

- 7.1 Security Clearance is necessary, and all human resources utilized by the Service Provider and the Service Provider undertake to undergo Security Clearances for which the necessary forms will be made available to the Service Providers at the relevant time by the Employer. The Service Provider accepts that if he or any of his resources refuses to undergo the required security clearance, they will not be awarded on be allowed on the Facilities or to render services.

#### **8 CONFIDENTIALITY**

- 8.1 The Service Provider undertakes to keep any and all information, whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such not to be sold, traded, published or otherwise disclosed to anyone in any matter whatsoever, including by means of photocopy or other reproductions, without the Employer's prior written consent. A disclosure or improper use of the confidential information, without the Employer's prior written consent will cause the Employer harm:
  - 8.1.1 The service provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claim by third parties as a result of such unauthorized disclosure or use thereof, either in whole or in part; and/or
  - 8.1.2 The Employer shall be entitled to cancel the contract
- 8.2 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:
  - 8.2.1 Employees, officers and directors of the Service Providers
  - 8.2.2 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.

### **36 Month Term Contract: Service Fire Equipment**

- 8.3 The Service Provider shall be responsible that all 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 to unauthorized person
- 9 **AMBIGUITY IN DOCUMENTS**
- 9.1 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 Services Provider a written explanation giving details of the adjustments, if any, and a written instruction what Service, if any is to be delivered.
10. **INSURANCES**
- 10.1 It is the responsibility of the Service Provider to assess his Risk on the contract and to ensure that he obtains and maintains the adequate insurances to cover all such Risks.
- 10.2 **PUBLIC LIABILITY INSURANCE**
- 10.2.1 The preferred bidder will be required to submit an approved insurer undertaking to provide the Public Liability Insurance to a minimum value of R5 million (Five Million Rands) within 21 days from the date of award of contract. Insurances submitted must be issued by either an insurance company duly registered in terms of the insurance Act (long-term Insurance Act, 1998 (Act 52 of 1998) or short-term Insurance Act, 1998(Act 53 of 1998) or by a bank duly registered in terms of the banks Act, 1990 (Act 94 of 1990). Insured amounts to include Vat.
- 11 **ACCESS TO FACILITIES AND COMMENCEMENT OF SERVICES**
- 11.1 The Services Provider shall provide the Employer within 21 days of 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)
- 11.2 The Services Period shall commence on the Commencement Date or on such other date as maybe specified in the Contract
- 11.3 Notwithstanding the provision of 11.2 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 Security clearance being obtained in term of clause 11.1 and 7.1 respectively
- 12 **SUBCONTRACTING**
- 12.1 The Service Provider may not Subcontract any part of the Contract Services at it discretion
- 12.2 The only services that may be subcontracted is when there is a specialized service to be done, this can only do with the written consent and approval from the Service Manager.
- 13 **COMPLIANCES WITH LEGISLATION**
- 13.1 This clause applies to legislation emanating from national and provincial government as well as that of any local authority in whose area of jurisdiction the Facilities fall and which the intellectual property of any other person
- 13.2 All the applications legislation, which does not specifically allow discretion in respect of compliance the Employer shall be exactly as intended by such legislation regardless of any instruction, verbal or in writing, to the contrary.
- 10.3 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?

**14 REPORTING OF INCIDENTS**

- 14.1 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 or could have resulted in damage to property or injury or depth to persons.
- 14.2 The Service Provider shall follow up verbal notification with a detailed written report on incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 14.3 The Service Provider shall notify the Employer immediately, on becoming of the Contract requiring him to undertake anything that is illegal or impossible.

**15 NUISANCE**

- 15.1 The Service Provider shall deliver the Service in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 15.2 The Service Provider hereby indemnifies the Employer against any Liability arising out of the Service Provider no-compliance with his obligations in term of Clause 15.1.

**16 MATERIAL, WORKMANSHIP, AND EQUIPMENT**

- 16.1 All Services delivered, and materials and workmanship shall comply with the requirements of this Contract the manufacturer's specification; good industry practices and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 16.2 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.

**17 URGENT WORK (EMERGENCY'S)**

- 17.1 The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to ne act or omission on the part of the Service Provider.
- 17.2 If the Employer effects the remedial or repair work in of 20.1 then the Employer may recover such cost, losses or damages from the Service Provider or deduct 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.

**18 INDEMNIFICATIONS**

- 18.1 The Service Provider shall be liable for and herby indemnifies the Employer against any liability, claim, demands, loss, costs, damages, action, suites or legal proceedings whether arising in common law or by statute consequent upon.
- 18.2. The Employ accepts liability for all acts or omissions of its employees or representatives.

**19 VARIARIONS**

- 19.1 The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitution.
- 19.2 No variation by the Employer of whatever nature shall vitiate the Contract.
- 19.3 If no prior written authorization, 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

### **36 Month Term Contract: Service Fire Equipment**

#### **20 SUSPENSION OF THE SERVICES**

- 20.1 The Service Provider shall, on written order of the Service Manager, suspend the provision of the Services or any part thereof for 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
- 20.2 If the Service Provider is unable to render any of the Services for any reason other than and instruction by the Employer to suspend the Services in terms of clause 23.1, the Employer shall be liable for any claim of whatever nature, including a claim for cost, by the Services Provider.

#### **21 PENALTY FOR NON-PERFORMANCE**

- 21.1 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.

#### **22 PAYMENTS**

- 22.1 The Service Provider shall furnish the Employer with a Tax invoice on completion of every service within 7 days on the completion of each service.
- 22.2 On completion of the Contract the Service Provider must submit all outstanding invoices for services completed within 90days of the last day of the expired contract

#### **23 OVERPAYMENTS**

- 23.1 If any overpayments 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, 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 80(1)(b) of the Public Finance Management Act 1999 (Act, 1 of 1999) as amended.

#### **24 BREACH OF CONTRACT**

- 24.1 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 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:
- 24.1.1 Enforce strict compliance with the terms and conditions of the Contract;
- 24.1.2 Terminate this contract without prejudice to any other rights it may have;
- 24.1.3 To suspend further payments to the Services Provider;
- 24.1.4 To appoint other services providers to complete the execution of the Services, in which event the Services Provider shall be held liable for cost incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 24.2 In the event of breach by the Employer of the terms an conditions of this Contract, and in the event of the Employer remaining in breach after 10(ten) days written notice calling for rectification of the breach, the Service Provider shall be entitled to:
- 24.2.1 Enforce strict compliance with the terms and conditions of the Contract; or
- 24.2.2 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.

### **36 Month Term Contract: Service Fire Equipment**

#### **25 STOPPAGE AND/OR TERMINATION OF CONTRACT**

- 25.1 The Employer reserves the right to terminate this Contract or to temporarily stop the Services, or any part of thereof at any stage of completion.
- 25.2 The Employer shall have the right to terminate this contract without prejudice to any of its rights upon occurrence of any of the following;
  - 25.2.1. on breach of this Contract by the Service Provider as stipulated in Clause 27
  - 25.2.2. on commencement of any action for the dissolution and/or liquidation of the Service provider except for the purposes of amalgamation or restructuring approved in advance by the Employer in writing;
  - 25.2.3. if the Service Provider receives a court order to be paid under judicial management or commence liquidation proceedings that is not withdrawn or struck out with five(5)
  - 25.2.4. if the Service Provider informs the Employer that it intends to cease performing its obligation in terms of this Contract;
  - 25.2.5. if the Service Provider informs the Employer that it is incapable on completing the Services as described; or
  - 25.2.6. if in the opinion of the Employer the Service Provider acted Dishonestly;
- 25.3 The Employer reserves the right to, even in the absence of breach or the event referred to in 28, terminate this contract at any time, by giving one (1) calendar month written notice to the Service Provider
- 25.4 Further the Contract shall be considered as having terminated:
  - 25.4.1 where the Employer stops the Contract or the Contract and instruction to resume or reinstate the Services are not issued with twelve (12) months of the instructions; or
  - 25.4.2 if instructions, necessary for the Service Provider to continue with the Service after a stoppage instruction are not received from the Employer within three (3) months after such instruction were requested by the Service provided
- 25.5 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:
  - 25.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
  - 25.5.2 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.
  - 25.5.3 The Service Provided shall not be entitled to advance a right 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, document, 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.

#### **26 DISPUTE RESOLUTION**

- 26.1 In the event of a dispute, the Parties shall endeavor to resolve such dispute through negotiation, in good faith.
- 26.2 If the Parties fail to resolve a dispute through negotiations as mentioned in 29.1 within 24 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.

### 36 Month Term Contract: Service Fire Equipment

- 26.3 Whether or not mediation resolves the dispute and irrespective of the outcome of the thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the cost 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 the mediator's fees will be based.
- 26.4 The Parties shall appoint a mediator within 21 days of agreeing to mediate.
- 26.5 On appointment of the mediator the Parties shall jointly decide on the procedure to be followed, representation, dates and venue for the mediation.
- 26.6 If the Dispute or any part thereof remains unresolved it may be resolved by litigation proceedings
- 26.7 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiations, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to be the Services Provider and the Service Provider shall proceed with the Services with diligence unless the Parties agree otherwise in writing
- 27 **GENERAL**
- 27.1 This is the entire Contract between the Parties and may only be amended if reduced to writing signed by the duly authorized representatives of both Parties, where after such amendments will take effect.
- 27.2. The Contract shall be governed by, construed and interpreted according to the law of South Africa.
- 28 **DOMICILIUM CITANDI ET EXECUTANDI**
- 28.1 The domicilium et executandi of the Parties for all purposes arising from this Contract for the services of notices and legal process shall be as specified by the Parties in the Contract Data
- 28.2 Any notice, request, consent, or other communications made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have made when delivered in person to an authorised 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.
- 28.3 **NOTE:** Any reference to words "**Bid**" or "**Bidder**" herein and/or in any documentation shall be construed to have the same meaning as the words "**Tender**" or "**Tenderer**" for internal & external use.

## SCHEDULE A PRELIMINARIES



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

### 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) of this Bid and may be extended for a further period not exceeding twelve (12) months, on the same conditions contained herein. If NO written extension is given the contract will conclude.
- 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.

#### 1.5.1 EXPERIENCE AND RESOURCES

##### 1. EXPERIENCE

The bidder must submit a minimum of 2 (two) or more projects in the past 10 years relating to Service Fire Equipment with a minimum value of R450 000 accumulatively. Completed projects as listed on the DPW-09 (EC) form.

The following documents must be submitted in relation to the above:

1. Signed Appointment letter(s) by the employer on an official letterhead with clear contract description, contract value, contract duration and contact details.

OR

2. Signed Completion Certificate with clear contract description, contract value and contract duration.

OR

3. Purchase order with clear contract description, contract value and contract duration.

**Each of the above submitted documents must be accompanied by reference letter(s) on an official letter head and must be aligned to the submitted completed projects. Each reference letter must contain contract description, contract duration, contract value and contact details.**

## 2. Resources

Resources: Qualified Staff - 2 x Technician Artisan

The bidder must submit two (2) Accredited Technician who is registered in accordance with SANS1475, bidders must submit proof of SAQCC registration of fire Serviceman Technician (that is a copy of the card of the Serviceman Technician or Letter issued by SAQCC, clearly indicating the name and registration number of the fire Serviceman. Technicians must be registered under the name of the bidder who submits the bid. with a minimum 3 years' relevant experience in Repairs & Maintenance to Service Fire Equipment.

The bidder must attach a minimum of two (2) detailed CV (s) of staff – with certified Qualifications by Commissioner of Oath.

**Fire Servicing Technical (SAQCC) Registered. The company must submit proof of valid certification issued by any recognised body in South Africa (Example, SACAS, BSI, SANAS, SABS etc)**

Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points.

## 3 Resources: Vehicles (LDV's/Double, Single or Extended Cabs)

The bidder must provide proof for a minimum of two (2) vehicles to cover the Area as listed in the Special Conditions of Contract for the Area in which the bidder has bid in. The bidder must provide one of the following as proof of vehicles:

1. Certified copy of certificate of vehicle licence disk with the director's name or company name stated as the owner.  
OR
2. A lease agreement signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract.  
OR
3. A signed letter of intent by the company director to purchase or lease vehicles upon award. The bidder will be given 7 calendar days to purchase or lease vehicles if awarded the tender.

## 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 recognised.

3. **INTERPRETATION AND DEFINITIONS OF BID DOCUMENT**

- 3.1 In the event of any dispute arising regarding this contract, the matter shall be referred by the Department of Public Works to the State Tender Board, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.
- 3.2 Unit: The unit of measurement for each item.
- 3.3 Quantity: The provisional number of items.
- 3.4 Rate: The agreed unit rate per item.
- 3.5 Amount: The product of the quantity and the agreed rate for an item.
- 3.6 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.
- 3.7 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc.
- 3.8 Call- out (assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
- 3.9 Client Department: All other State Departments, i.e. South Africa Police Service, Correctional and Justice Department, South Africa Defence and Others, hereafter referred to as "User Department"

4. **DOCUMENTS**

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 Standard Specification for Central Heating Installations Issue X January 1982.
- 4.4 Standard Specification for Air-conditioning and Ventilation Installations Issue XI, 1994.
- 4.5 Standard specification for Refrigeration Installations Issue VI 1984.
- 4.6 Standard Specification for Steam Boilers Issue VII, 1995.
- 4.7 Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- 4.8 The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, - S.A.B.S. 0105 and SANS 10142-1: 2003 (all as amended).
- 4.9 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.10 The Local Municipal Gas Regulations.
- 4.11 Conditions of Tender: Form PA 10 FM.
- 4.12 Tenderers Additional Particulars.
- 4.13 All Sections of, and Addenda to, the Specification.
- 4.13.1 **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.

6. **SCOPE OF CONTRACT**

- 6.1 This contract is for the Servicing of Fire Equipment as per page 60 to 68 as mentioned on properties, namely Official Quarters, Living Quarters and Messes in Military, Correctional Services and Police Bases, Prestige, State Own Buildings, State Own 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 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 Bidder do not have the right to all projects/works/orders in the region it bided for.
- 6.5 **The Department will not appoint the same Service Provider for more than two areas 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 two areas 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 and preference will be given to the Bidder based in the Area bided and limited to 2 (Two) areas per Bidder.**
- 6.5.2 **When a contractor is the lowest price and highest scoring bidder in all areas the first area will be recommended to that Bidder, must be based in the area, the next lowest price and highest scoring bidder will be recommended for the next area but must be based in the area and so on.**
- 6.5.3 **Sound commercial principles will underline 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.

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- 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 be specialised 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.

### **6.9 Warranty**

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

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

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

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

### **6.10 Spare parts**

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

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

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### **6.11 Packing**

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling

### **36 Month Term Contract: Service Fire Equipment**

during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- A) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser

### **6.12 Inspections, tests and analyses**

All pre-bidding testing will be for the account of the bidder. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

A) If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. If the inspections, tests and analyses show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

B) Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

### **6.13 Use of contract documents and information inspection**

The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

A) The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

B) Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

C) The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

**7. VALUE ADDED TAX**

- 7.1 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 performance 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 4 (Non-Schedule) 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 transport and 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.
- 8.4 The prices and rates to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. 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 SERVICING OF FIRE EQUIPMENT term contract valid for three years only.
- 8.7 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 years, it may exceed or be less than the offered amount on the Bid.
- 8.7.1 National Department of Public Works Regional Office Cape Town 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.

8.7.2 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.

8.8 **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:** On the Bill Documents, 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. **TRANSPORT COSTS**

9.1 **Transport costs, including travelling time, must be allowed for in all the rates for each and every item in both price schedules.**

9.2 **Transport costs, including travelling time for scheduled repairs will be included in the labour rates as per item. Under no circumstances will transport or travelling costs be paid where this is claimed separate item on any invoice submitted.**

9.3 Please note where a schedule and non- schedule item is used on the same request, the contractor will not be eligible to claim for transport or travelling cost on the basis of the non – scheduled item used, however non- schedule labour may be claimed for the replacement of the non- schedule item. Furthermore, the labour on site claimed for shall be reasonable and justified.

9.4 **In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy if the time claimed by the Bidder is justified**

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

<b><u>Category B:</u></b>	-	Light Delivery Vehicles
		Single Cab 4x2
		Extended Cab 4x2

9.6 Transport cost will be calculated from the district's main post office (in the core town) 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. The bidder shall claim

9.7 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

- 9.8 **Prescribed rate per kilometer:** The rate per kilometer is fixed by the Minister of Finance and currently is R4.76 per kilometer from as from 1 March 2025 (<https://www.sars.gov.za/wp-content/uploads/Ops/Guides/PAYE-GEN-01-G03-Guide-for-Employers-in-respect-of-Allowances-External-Guide.pdf>).  
Note: The Department will not accept transport rates per kilometer less than R4.64 per kilometer.

**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 South Africa National Defence Force, South Africa 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 South Africa National Defence Force, South Africa Correctional Service, South Africa Police Service, Prestige or Ministerial complexes.**  
**Only South Africa Identity Document will be accepted on site.**

**12. SECURITY CHECK ON PERSONNEL**

- 12.1 **The Department or the Chief of the South Africa National Defence Force, or the Commissioner of the South Africa 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 South Africa National Defence Force or the Commissioner of the South Africa 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/ Operators directly employed and supervised by himself and the staff to be in position of a valid South Africa ID**

10.4 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 OHSA 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. **REDUNDANT MATERIAL, RUBBISH AND WASTE**

- 15.1 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.

16. **FRAUDULENT CONDUCT**

- 16.1 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.

17. **EXECUTION OF REPAIRS**

- 17.1 The Contractor shall, 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.**
- 17.1.1 **The Contractor may not proceed with any new Request unless all voices pertaining to prior work/repairs done to, or in respect of the same facility/installation/components have been duly submitted to the Department for payment.**

- 17.2 The sole purpose of the estimate is to determine the magnitude of the request and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per supplier's 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?
- 17.3 The Regional Representative reserves the right to execute such request with his own staff or by any other means.
- 17.4 If the Contractor fails to respond within the time limits as stated, 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.
- 17.4.1 **NOTE: RESPONSE TIME: The Contractor shall commence with requested work within 24 hours after receipt of an instruction and immediately in the case of emergency works in accordance with clause 21 of this contract.**

**18. MANAGEMENT AND EXECUTION OF WORK**  
**The Bidder undertakes to: (the Successful Bidder)**

Type of Call	Response Time	Penalties for non-performance
Emergency incident	24 Hours	Termination of Contract, Bidder will be liable for damages and losses incurred as a result of non-performance.
Urgent incident	7 Days	Suspension of work for 7 days. Bidder will be liable for damages and losses incurred as a result of non-performance.
Normal incident	10 Days	Suspension of work for 10 days. Bidder will be liable for damages and losses incurred as a result of non-performance.

- 18.1 **Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings / areas covered by this contract. Seven (7) days after letter of acceptance date, failing to do so will be in Breach of the contract and may lead to termination of this contract.**
- 18.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 18.3 Take adequate precautions to prevent damage to buildings, to fittings and fencing around the premises and elsewhere on site.

### **36 Month Term Contract: Service Fire Equipment**

- 18.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 18.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 18.6 **Provide Qualified Drivers, Artisans and Personal to carry out any requested work on a 24 hours' basis, including week-ends and public holidays.**
- 18.7 Perform emergency work, servicing work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 18.8 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.
- 18.8.1 **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.**
- 18.9 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.
- 18.10 **Only specialised services to be sub-contracted.**
- 19. **OFFICIAL INSTRUCTION FOR SERVICE OF FIRE EQUIPMENT**
- 19.1 **An official instruction for each SCHEDULED SERVICE 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.**
- 19.2 **Instructions for SCHEDULED SERVICE OF FIRE EQUIPMENT may only be issued to Bidders by officials of this Department. For each Non-schedule repairs the complaint number issued for that instructed Job, details regarding the complaint 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.**
- 19.3 No payments shall be made for work executed without the necessary written authority.
- 19.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

20 **EMERGENCY REPAIRS:**

- 20.1 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.
- 20.2 Emergency request after hours may be executed with only receipt of an official complaint (CPT) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 20.3 The Bidder shall however ensure that the official of the User Department signs the job card on a daily basis. 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.
- 20.4 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.

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

- 21.1 A work programme of schedule times to be submitted by the successful Bidder for areas that will be highlighted and listed in Schedule Two. A list of Client Department institutions will be given showing the estimated volumes of effluent that will have to be vacuumed and disposed on a regular basis.
- 21.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 21.2 **Job Cards shall be completed in all respects for each and every DAY work. Complete a separate job card for every day and service rendered. First Job cards will indicate "job still in progress" and the final day job card will indicate "job completed". This final job card must be faxed the same day of completion to the Department Representative, copy left with client department, original submitted with invoice for payment.**
- 21.3 **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.**
- 21.4 **Only the artisan/ driver who executed the request work may sign the job card and submit it to the User Department for signature.**

### **36 Month Term Contract: Service Fire Equipment**

- 21.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Cards to the User Department for audit purposes and retain a third copy for his own records.
- 21.6 An original Dumping certificate from an authorised and legal dumping facilities must be submitting with the above Failure to comply with the above will delay payment.
- 21.7 In the event where the User Department do not have an official date stamp, the onus is on the Contractor 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)
- 21.8 No Photocopied or E-Mailed Copy Job Cards will be accepted under any circumstances with invoicing.
- 21.9 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
- 21.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 21.11 NOTE: All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.
- 22 Condemned Units Certificate must comply with the following criteria, which will be deemed acceptable to the Department.
- 22.1 Must be on the Facilities Letter Head.
- 22.2 The name, address and registration number of the Facilities.
- 22.3 The name and address of the recipient.
- 22.4 Description of the quantity or volume disposed.
- 22.5 Quantities must be clear with no corrections; no Correction ink may and must not be used on any documentation.
- 22.6 The supplier's address and contact details must be clear and current (contactable) and certified by commission of oath.
- 22.7 The items listed on the certificate must be related to the service in question and correlate with items claimed for on job card.
- 22.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 22.9 The Department reserve the right to scrutinize all certificates for items and services rendered shall be market related.
- 22.10 Approval for condemned shall be done on the approval of NDPWI.

**23. INVOICES FROM BIDDER**

- 23.1 Invoices for services rendered, must be accompanied by Original Job Cards, official instruction and Facilities certificates for 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 Bid document by means of the page and item numbers e.g. 2.2 (page 2, item 2).
- 23.2 The following information is required on the layout of an invoice:
- 23.2.1 Invoice must be on company's letterhead.
  - 23.2.2 Invoice must be addressed to Department of Public Works.
  - 23.2.3 Invoice must have invoice date and invoice number.
  - 23.2.4 If VAT registered, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice.
  - 23.2.5 Invoice to indicate the address of Client Department. Area where service was rendered.
  - 23.2.6 CPT/ID reference and order numbers must appear on invoice.
  - 23.2.7 Full description of the work that was carried out.
  - 23.2.8 The name and email address of the Departmental respective, Works Manager that instructed the service.
- 23.3 **All invoices, job cards must be submitted within 7 days of work completed, if not, the bidder will be deemed to be in breach of contract and shall be considered for disqualification / cancellation of contract on the basis of poor performance.**

**24 Scheduled Services to Facilities Listed:**

- 24.1 Services are not compulsory
- 24.2 Services can be cancelled at the Department's discretion.
- 24.3 Services can only be executed in accordance to the work schedule approved by the Department Regional Representative.

**25. PAYMENT TO CONTRACTORS**

- 25.1 **Invoices must be submitted frequently on completion of services, but it is requested from the Bidders to submit invoices not later than 7 days after completion of any job.**
- 25.2 **Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.**
- 25.3 **Bidders are also urge to submit all outstanding invoices within six (6) months after completion of this contract. Take not that long outstanding invoicing will not be concurred for payment, the prescription act will be implied due to the contractor not submitting the invoices in time**
- 25.4 The irregular and non-compliant submission of invoices in respect of completed work shall be considered in the assessment of a Bidder's overall performance.
- 25.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.

**25.5.1 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. PROFIT ON MATERIAL**

26.1 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 20%.

**27. WORKING HOURS**

27.1 The Bidder shall undertake to carry out the 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. Such work done outside normal working hours shall be claimed as per labour scheduled rate in Schedule Four on non-schedule items only.

**28. RE-STRICITION ON THE USE OF LABOUR**

28.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.

28.2 All work on this contract is to be carried out with hand labour where possible by workers recruited from the local area. Wage rates are to be negotiated with the local civics and chiefs of the relevant area (tribal communities).

28.3 The Department may request to the successful contractor to supply a detailed list of all employed casual workers.

**29. SUBMISSION OF PROGRESS REPORTS**

29.1 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.

**30. NATIONAL DEPARTMENT OF PUBLIC WORKS CALL CENTRE**

30.1 The Department has a National centralised Call Centre based in Pretoria which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract 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.

**1 ANNEXTURE 1 – RESPONSE AND TURNAROUND TIMES****TABLE 1 – FIRE EQUIPMENT  
alert status and priority LEVELS**

	Purple	1	High priority and escalation required
	Red	2	Urgent priority
	Amber	3	Medium priority
	Green	4	Low priority
	Blue	5	No Incident / No action required

<b>Table 1- Facilities</b>	<b>Priority</b>	<b>Response time</b>	<b>Resolution time</b>
<b>Courts</b>	2	2 hours	8 hours
<b>Correctional Services</b>	2	8 hours	24 hours
<b>South African Police Services</b>	3	8 hours	24 hours
<b>Hospitals, Pharmacies, Sick Bays and Ration Stores</b>	1	2 hours	4 hours
<b>Government Offices</b>	3	2 hours	8 hours
<b>Prestige Buildings and Museums</b>	1	2 hours	4 hours

**Table 1** above indicates the total response and resolution times allowable for maintenance workflows. If these performance requirements are not met, penalties may be applied to service providers

Response time is defined as the time the service provider takes to report on site, from when he/she has been notified of the need for maintenance work. This only applies to reactive and emergency maintenance alerts.

The service provider's first priority from arrival on site is to ensure that the component does not endanger any people on site. Following that, the necessary precautions should be made to ensure that the equipment is closed off, with sufficient and appropriate space for the service provider to conduct the necessary maintenance work.

Resolution Time is the time the service provider has to restore the equipment to safe and optimal working condition. The system time measurement will only cease once the workflow has been closed by a call centre supervisor at a regional or national operations centre.

The work must also have been inspected and approved, before the supervisor can close a work order on the Worx4U / Archibus system.

31 **IMPORTANT NOTICES**

31.1 **THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE**

32 **Vehicle Registration**

32.1 All vehicles that are to be used for this contract by the Bidder. Proof of ownership Certified Copies of vehicle registration in company name or proof of Hiring Company's to be submitted (LDVs Combination units, tankers and jet machines etc.) failing to do so will influence the adjudication of the Bid

32.2 **The following must be submitted with this Bid:**

32.1 Certified copies of Registration of all vehicles

32.2 Photos of the equipment, plant and vehicles.

33 **BIDDER'S ADDITIONAL PARTICULARS**

33.1.1 The particulars submitted could influence the adjudication of the Bid.

33.1.2. Period active as a Contractor under the present business name: \_\_\_\_\_

33.1.3. The firm must be registered with the Department of Manpower?

Registration Number: \_\_\_\_\_

33.1.4 The firm must be registered with the Unemployment Commissioner

Registration Number: \_\_\_\_\_

33.1.5. The firm must be registered with the Workmen's Compensation.

Registration Number: \_\_\_\_\_

33.1.6. Must have 24-hour emergency call number

Number: \_\_\_\_\_

33.1.7 Other emergency equipment and tools belonging to the firm to undertake the service

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**This list to be completed in full as this will be used to determine the responsive criteria points scored and used to determine the successful Bidder.**

**36 TERM CONTRACT: SERVICE FIRE**  
**EQUIPMENT**

**IN THE WESTERN CAPE**

**AREA: 1**

**TENDER NO: CPTYT 07/25**

**OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X9027  
CAPE TOWN  
8000**

The unit rates must allow for everything specified in the “**Special conditions of contract**”.

## **SCHEDULE - ONE**

### **DESCRIPTION OF WORK**

**All the unit rates of this schedule must be completed by the bidder.**

**Unit rates to include Labour, Material and Transport**

**“No cost” or un-priced items shall lead to disqualification of the bid.**

**Service and repair (Inspect and Maintenance) the following units:  
UNIT PRICE INCLUSIVE OF MATERIAL, LABOUR AND TRANSPORT.**

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL
<b>1</b>	<b>STP DCP FIRE EXTINGUISHERS (STORED PRESSURE)</b>				
1.1	2,5 kg STP	Each	100		
1.2	4,5 kg STP	Each	100		
1.3	9,0 kg STP	Each	100		
1.4	Replace hose of fire extinguisher	Each	100		
<b>2.</b>	<b>CO<sup>2</sup> FIRE EXTINGUISHERS</b>				
2.1	2,0 kg CO <sup>2</sup>	Each	100		
2.2	2,27 kg CO <sup>2</sup>	Each	100		
2.3	4,5 kg CO <sup>2</sup>	Each	100		
2.4	5,0 kg CO <sup>2</sup>	Each	100		
2.5	6,8 kg CO <sup>2</sup>	Each	100		
2.6	7,0 kg CO <sup>2</sup>	Each	100		
2.7	Replace hose of fire extinguisher	Each	100		

36 Month Term Contract: Service Fire Equipment

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL
3.	<b><u>FIRE HOSE REELS</u></b>				
3.1	Check and service as specified	Each	100		
3.2	Gland packing	Each	100		
3.3	Replace 4 new "O" rings	Each	100		
3.4	Replace warning notice	Each	100		
3.5	Replace new PWD type nozzle and clamps	Each	100		
3.6	Replace new 30 m PVC hose	Each	100		
3.7	Replace new 30 m rubber hose	Each	100		
3.8	Replace new 25 mm stop cock	Each	100		
3.9	Replace and fit new hose reel waterway	Each	100		
3.10	Replace and fit new stop cock hand wheel and grub screw	Each	100		
3.11	Replace and fit new hose reel frame only	Each	100		
3.12	Replace and fit new hose reel complete with PVC hose	Each	100		
3.13	Replace 25mm diameter "Union" and nipple, only on new installations or replacement of new drum.	Each	100		
4.	<b>FIRE HYDRANTS, HOSES, HOSE BINDING, HOSE COUPLINGS</b>				
4.1	Check and service as specified	Each	100		
4.2	Supply and fit new clack washer	Each	100		
4.3	Replace and fit new lip seal washer	Each	100		
4.4	Replace and fit new hand wheel	Each	100		
4.5	Replace and fit new valve spindle	Each	100		

### **36 Month Term Contract: Service Fire Equipment**

[illegible]

**36 Month Term Contract: Service Fire Equipment**

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL
5.	FIRE HYDRANT LAY FALT FIRE HOSE				
5.1	65 mm x 30 m Cobra type canvas hose <i>without</i> couplings.	Each	10		
5.2	44 mm x 30 m Cobra type canvas hose <i>without</i> couplings	Each	10		

TOTAL SCHEDULE – ONE	R
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**END OF SCHEDULE - ONE**

**TOTAL CARRIED FORWARD TO SUMMARY PAGE.**

**SCHEDULE - TWO****DESCRIPTION OF WORK**

**All the unit rates of this schedule must be completed by the bidder.**

**Unit rates to include Labour, Material and Transport**

**"No cost" or un-priced items shall lead to disqualification of the bid.**

**UNIT PRICE OF HYDROSTATIC PRESSURE TEST INCLUSIVE OF RECHARGE, MATERIAL, LABOUR AND TRANSPORT.**

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL
<b>1</b>	<b>CO<sup>2</sup> FIRE EXTINGUISHERS</b>				
1.1	2,0 kg CO <sup>2</sup>	Each	100		
1.2	2,27 kg CO <sup>2</sup>	Each	100		
1.3	4,5 kg CO <sup>2</sup>	Each	100		
1.4	5,0 kg CO <sup>2</sup>	Each	100		
1.5	6,8 kg CO <sup>2</sup>	Each	100		
1.6	7,0 kg CO <sup>2</sup>	Each	100		
1.7	9,0 kg CO <sup>2</sup>	Each	100		
1.8	Pressure tests all extinguisher hoses	Each	100		
<b>2.</b>	<b>STP FIRE EXTINGUISHERS (STORED PRESSURE)</b>				
2.1	2,5 kg STP	Each	100		
2.2	4,5 kg STP	Each	100		
2.3	9,0 kg STP	Each	100		
2.4	Replace 35% MAP SABS APPROVED dry chemical powder. (Including nitrogen if required)	Per Kg	100		

**TOTAL SCHEDULE - TWO R**

**END OF SCHEDULE - TWO**

**SCHEDULE - THREE****DESCRIPTION OF WORK**

**All the unit rates of this schedule must be completed by the bidder.**

**Unit rates to include Labour, Material and Transport**

**"No cost" or un-priced items shall lead to disqualification of the bid.**

**Replacement of the following units complete and installed on site**

**UNIT PRICE INCLUSIVE OF ALL MATERIAL, LABOUR AND TRANSPORT.**

NUMBE R	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL
<b>1</b>	<b>FIRE EXTINGUISHER GLASS FIBRE CABINET</b>				
1.1	4,5 kg extinguisher	Each	100		
1.2	9,0 kg extinguisher	Each	100		
1.3	Double door open backed cabinet	Each	100		
1.4	Double door closed back cabinet	Each	100		
<b>2.</b>	<b>TIMBER BACK BOARDS</b>				
2.1	680 x 127 x 25 mm	Each	50		
<b>3.</b>	<b>BREATHING APPARATUS (EXCLUDING SPARES)</b>				
3.1	Service	Each	100		
3.2	Recharge	Each	50		
3.3	Pressure test	Each	100		
<b>4.</b>	<b>FIRE BLANKETS</b>				
4.1	Supply new fire blanket				
	1000 x 1000mm	Each	100		

**36 Month Term Contract: Service Fire Equipment**

NUMBE R	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL
	1800 x 1200mm	Each	100		
	1800 x 1800mm	Each	100		
<b>5.</b>	<b>CO<sup>2</sup> FIRE EXTINGUISHERS</b>				
5.1	2,0 kg CO <sup>2</sup>	Each	100		
5.2	5,0 kg CO <sup>2</sup>	Each	100		
5.3	7,0 kg CO <sup>2</sup>	Each	100		
<b>6.</b>	<b>DCP FIRE EXTINGUISHERS (STORED PRESSURE)</b>				
6.1	2,5 kg STP	Each	100		
6.2	4,5 kg STP	Each	100		
6.3	9,0 kg STP	Each	100		
<b>7.</b>	<b>SIGN/NOTICE (SANS1186 APPROVED)</b>				
7.1	Size: 190 x 190mm	Each	50		
<b>8.</b>	<b>HUNG ALUMINIUM FRAME (SIGN/NOTICE BOARD) WITH CHROME CHAIN FROM CEILING, UNDER SIDE OF BOARD TO BE NOT LESS THAN 2200 – 2500MM ABOVE GROUND LEVEL (INDICATING ALL EXITS)</b>				
8.1	Size: 190 x 380mm	Each	100		
8.2	Size: 190 x 570mm	Each	100		

<b>TOTAL SCHEDULE – THREE</b>	<b>R</b>
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**END OF SCHEDULE - THREE**

**TOTAL CARRIED FORWARD TO SUMMARY PAGE.**

**SCHEDULE - FOUR****DESCRIPTION OF WORK**

	<b>NON-SCHEDULED MATERIAL AND LABOUR</b> (See item 8.2 on Page 16 of special conditions of contract)	<b>UNIT</b>	<b>UNIT RATE EXCLUDING VAT</b>
<b>1.</b>	<b>MATERIAL</b>		
	The cost of non-scheduled material shall be deemed to include for the cost of material, after deduction of any discount and delivered on site.		
1.1	Allowance for profit on non-scheduled material as well as for normal builder's equipment used to execute the WORK shall be included as non-scheduled items.	%	_____ %
<b>2.</b>	<b>LABOUR</b>		
	The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc., as well as for normal working hours, overtime, Sunday- and Holiday time must include transport and travelling costs, but excluding VAT. (See item 8 of Notes to Tenders on Page 16-17)		
2.1	<b>ARTISAN</b> (Normal Rate)	Hour	R _____/hr
2.2	<b>LABOURER</b> (Normal Rate)	Hour	R _____/hr

**NOTE:**

- a) Overtime rates will only be applicable to emergency services. Normal Rate + .....%
- b) Unauthorised overtime due to the contractor's failure to complete a service in normal working hours will not be applicable unless authorised by the Regional Representative.
- c) See items 9 on Page 17 thereof with regards to transport costs.

**END OF SCHEDULE - FOUR**

**SCHEDULE - FIVE****DESCRIPTION OF WORK**

ALL THE UNIT RATES OF THIS SCHEDULE MUST BE COMPLETED BY THE BIDDER. "NO COST" OR UNPRICED ITEMS SHALL LEAD TO DISQUALIFICATION OF THE BID. UNIT RATES TO INCLUDE MATERIAL, LABOUR AND TRANSPORT.

**SERVICE AND REPAIR (INSPECT AND MAINTAIN) THE FOLLOWING UNITS:  
UNIT PRICE INCLUSIVE OF MATERIAL, LABOUR AND TRANSPORT.**

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL RATE EXCLUDING VAT
1.	FIRE EXTINGUISHERS-DCP STORED PRESSURE				
1.1	2,5 kg – STP	Each	100		
1.2	4,5 kg – STP	Each	100		
1.3	9,0 kg – STP	Each	100		
2.4	50 kg - STP TROLLIES	Each	100		
2.	FIRE EXTINGUISHERS-CO <sup>2</sup>				
2.1	2 - 2.5kg - CO <sup>2</sup>	Each	800		
2.2	4.5 - 5kg - CO <sup>2</sup>	Each	250		
2.3	6.8kg - CO <sup>2</sup>	Each	200		

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL RATE EXCLUDING VAT
3.	FIRE EXTINGUISHERS-FOAM & WATER				
3.1	9Lt - Foam & Water	Each	100		
4.	FIRE EQUIPMENT-OTHER				
4.1	Hose Reel	Each	2000		
4.2	Fire Hydrant	Each	2000		
4.3	Lay Flat	Each	2000		

REPLACE THE FOLLOWING UNITS:  
UNIT PRICE INCLUSIVE OF MATERIAL, LABOUR AND TRANSPORT.

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL RATE EXCLUDING VAT
1.	FIRE EXTINGUISHERS-DCP STORED PRESSURE				
1.1	2,5 kg – STP	Each	200		
1.2	4,5 kg – STP	Each	200		
1.3	9,0 kg – STP	Each	200		

NUMBER	ITEM	UNIT	QTY	RATE PER UNIT	TOTAL RATE EXCLUDING VAT
1.4	25 kg – STP - TROLLIES	Each	200		
2.	FIRE EXTINGUISHERS-CO <sup>2</sup>				
2.1	2.5kg - CO <sup>2</sup>	Each	200		
2.2	5kg - CO <sup>2</sup>	Each	200		
2.3	9kg - CO <sup>2</sup> TROLLIES	Each	200		
3.	FIRE EXTINGUISHERS-FOAM & WATER				
3.1	9Lt - Foam & Water	Each	200		
4.	FIRE EQUIPMENT-OTHER				
4.1	Hose Reel	Each	400		
4.2	Fire Hydrant	Each	400		
4.3	Lay Flat	Each	400		

TOTAL: SCHEDULE - FIVE	R
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END OF SCHEDULE - FIVE

TOTAL CARRIED FORWARD TO SUMMARY PAGE.

# SUMMARY

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Tender Form, which must be returned together with this document.

- a. Amount for all work specified in Schedule 1 R.....
- b. Amount for all work specified in Schedule 2 R.....
- c. Amount for all work specified in Schedule 3 R.....
- d. Amount for all work specified in Schedule 5 R.....

**SUB-TOTAL** R.....

**Add:**

Value-added Tax (VAT) R.....

Total carried forward to Offer and Acceptance (DPW07) R.....

1. Are you registered in terms of sections 23(1) of 23(3) of the value added tax act, 1991 (Act no. 89 of 1991)?

YES

☐

NO

☐

2. If so, state your VAT registration number. \_\_\_\_\_

**TENDERER'S SIGNATURE:** .....

**ADDRESS:** .....  
.....  
.....

**DATE:** .....

**COMPILED BY:**

## **SPECIFICATION FOR WORK TO BE DONE**

**NOTE:** The contractor must service all fire equipment in accordance to the SANS 1475, PART 1 of 1989 and SANS 0105, PART 1 and 2 of 1988. The following specification hereunder is only to serve as a guideline for the contractor:

### **PROCEDURE APPLICABLE FOR OVERALL INSPECTION AND MAINTENANCE:**

#### **1. ALL TYPES OF EXTINGUISHERS:**

Inspect all threads for mechanical damage and ease of operation. If the neck ring threads are damaged, the container is to be replaced.

Examine all seals and sealing edges for physical damage.

Clear all channels and ducts through which extinguishing medium and expellant flow with dry compressed air and also check for damage, corrosion and blockage.

Clean and examine nozzle, strainer, internal discharge tube and breather valve.

Check all moving parts of components for ease of movement and correct functioning.

Where piercing mechanisms are fitted, check that the piercing pin is sharp, firm and of the correct length.

The fire extinguisher to be opened and the powder agitated and sieved to ensure that it is free from lumps and caking, failing which it must be replaced.

After decanting the extinguisher medium, carry out an internal inspection for damage to or corrosion of the cylinder body, paying special attention to seams or joints and to the underside of the top-dome.

Where control valves are fitted, check for free passage when open and effective sealing when closed. Clean, adjust or replace.

When all relevant inspection and repair procedures have been completed, refit the safety clip and fit a new wire seal of the type originally fitted.

All fire extinguishers shall be properly sealed with approved single strand sealing wire with plastic tag seal showing the tag number (to be recorded in the Fire Register) and contractor's registered mark.

Record, indelibly, on a waterproof adhesive label firmly fixed on the extinguisher, the date on which the maintenance was carried out.

All damaged and defective parts must be replaced.

## **36 Month Term Contract: Service Fire Equipment**

### **2. FIRE HOSE REELS:**

Ensure that the hose reel frame is mounted in a secure manner and that the reel can operate freely.

Unroll the hose to its full length and inspect for possible damage or perishing.

Pressurise the hose by opening the water supply and check for any water leaks at the hose, nozzle and water seal of the reel and adjust or tighten as required.

Replace any seal that has become damaged or has reached a condition where it cannot be adjusted effectively.

The contractor must check binding to couplings as well as the couplings itself and must allow for the replacement of binding if unacceptable.

No hose to be cut shorter than 23 m, if leaks should be found. Hoses shorter than 23m must be handed to the Client Department.

Allow water to flow through the hose for one minute to check if the water pressure and flow remains constant.

Record the water pressure at the hydraulically worst situated hose reel (to be recorded in the Fire Register). If no pressure gauge is fitted, the Contractor shall use his gauge for this purpose.

The gauge to be used should be of a type that can be inserted at the end of the hose after removing the nozzle.

Ensure that the opening and closing mechanism on the nozzle operates freely.

Ensure that the hose passes through the draw-off shackle and that the shackle is securely attached to the frame in the correct position.

Ensure that the hose is dry and neatly rolled up ready for use.

When the service or repair is completed, ensure that the water is drained from the hose.

Inspect all gland packing and "O" rings and replace any that has become damaged.

All fire hose reels shall be properly sealed with approved single strand sealing wire with plastic tag seal showing the tag number (to be recorded in the Fire Register) and contractor's registered mark.

## **36 Month Term Contract: Service Fire Equipment**

### **3. FIRE HYDRANTS:**

The rubber "hose sealing washer" shall be removed, inspected, and if free from cracks, treated with silicone spray and re-installed. Perished washers shall be replaced.

A male blank cap of the appropriate size, fitted with a pressure gauge, shall be connected to each hydrant outlet and the valve fully opened. All leaks at lip seal, valve washer or stuffing box shall be attended to as necessary by replacement or repair. The static pressure reading of all hydrants shall be recorded.

The contractor shall provide receptacles for possible water spillage during testing and servicing of internal fire hydrants and the area shall be left clean and dry.

Contractor must ensure to grease the spindles.

### **4. PROCEDURE APPLICABLE FOR PRESSURE TESTING AND RECHARGING OF FIRE EXTINGUISHERS:**

#### **4.1 CO<sup>2</sup> (CARBON DIOXIDE TYPE) EXTINGUISHERS:**

Weight and compare with recorded mass (stamped on neck of extinguisher). If loss of weight exceeds 10% the unit is to be removed, discharged and recharged.

Hydraulic test is required at **5 year** intervals.

Ensure that the carbon dioxide content of the vapour phase is at least 99,5% (m/m). Ensure also that the water content of the liquid phase does not exceed 0,01% (m/m) and that the oil content of the carbon dioxide does not exceed 10mg/kg

#### **4.2 DRY POWDER (GAS CARTRIDGE TYPE) EXTINGUISHERS:**

All portable gas cartridge type extinguishers are to be replaced with stored pressure extinguishers of equal capacity.

#### **4.3 DRY CHEMICAL POWDER (STORED PRESSURE TYPE) EXTINGUISHERS:**

Hydraulic test is required at **5 year** intervals.

When pressurising stored-pressure type extinguishers, check whether the pressure gauge reading, corresponds to the working pressure.

If it does not, replace the gauge and re-pressurise the extinguisher.

Once this is done a leakage test must be carried out.

### **36 Month Term Contract: Service Fire Equipment**

#### **4.4 BCF (STORED PRESSURE TYPE) EXTINGUISHERS:**

All portable BCF extinguishers will be replaced with stored pressure extinguishers of equal capacity.

Replace ceiling mounted BCF extinguishers (bombers) with a 9kg DCP stored pressure extinguisher and a 4.5kg CO<sup>2</sup> extinguisher installed at entrance of the room.

#### **5. OPERATING INSTRUCTIONS AND LABELS:**

Ensure that operating instructions on all types of extinguishers are correct for the specific type, clearly legible and face outward. Supply and fix new, operating instructions where necessary.

Labels “**NOT TO BE USED ON ELECTRICAL FIRES**” in both official languages shall be attached to the following fire appliances:

All fire hose reels

Water extinguishers

The above mentioned labels shall have a yellow background with black lettering of minimum size of 10mm height.

The contractor shall ensure that all dry chemical powder fire extinguishers be filled with Grade 1A/1B SANS 1522 with 35% MAP, and provided with approved labels indicating the suitability of such units for class A, B or C fires.

All such labels shall be included in the contractor's unit rates.

#### **6. MARKING OF FIRE EXTINGUISHERS:**

The contractors shall ensure that all fire extinguishers are marked: **DPW/DOW**

#### **7. BACKBOARDS:**

Timber backboards where required, shall be 680mm x 127mm x 25mm thick hardwood, bevelled on the face side and painted with SANS 1091 signal red gloss enamel paint.

Timber backboards shall be securely fixed to walls with four (4) “ramset” or similar approved fasteners, of not less than 50mm in length.

Fire extinguishers shall be secured to backboards by means of approved purpose made brackets.

**END OF WORK TO BE DONE**



public works

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

**ACKNOWLEDGEMENT OF RECEIPT OF OCCUPATIONAL  
HEALTH AND SAFETY SPECIFICATION**

**PROJECT: TERM CONTRACT FOR SERVICING OF FIRE FIGHTING  
EQUIPMENT IN THE WESTERN CAPE: ALL THE AREAS**

I, ....., the  
undersigned, herewith acknowledges receipt of the Occupational Health and  
Safety Specification as bound-in, in the tender document on behalf of

Address: .....

.....

.....

.....

.....

.....

.....

Postal Code: .....

Signed: .....

Date: .....

**HEALTH AND SAFETY  
SPECIFICATION  
FOR  
MAINTENANCE / SERVICE  
CONTRACTS**

## **36 Month Term Contract: Service Fire Equipment**

### **1      INTRODUCTION AND BACKGROUND:**

- 1.1      Background to the Health and Safety Specification
- 1.2      Purpose of the Health and Safety Specification
- 1.3      Implementation of the Health and Safety Specification

### **2      OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION:**

- 2.1      Scope
- 2.2      Interpretation
  - 2.2.1      Application
  - 2.2.2      Definitions
- 2.3      General Administrative Requirements
  - 2.3.1      Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993
  - 2.3.2      Health and Safety file
  - 2.3.3      Initial hazard identification and Risk assessment
  - 2.3.4      Health and safety training
  - 2.3.5      General record keeping
  - 2.3.6      Emergency procedures
  - 2.3.7      First Aid box and first Aid equipment
  - 2.3.8      Accident / incident reporting and investigation
  - 2.3.9      Personal protection equipment and clothing
  - 2.3.10      Non-conformance and failure to follow health and Safety measures
  - 2.3.11      Contractors
- 2.4      Requirements
  - 2.4.1      Hazardous chemical substances (HCS)
  - 2.4.2      Fire Extinguishers and Firefighting equipment

### **36 Month Term Contract: Service Fire Equipment**

2.4.3 Scaffolding / working on heights

2.4.4 Ladders and ladder work

2.4.5 Portable electrical tools

2.4.6 Asbestos work

2.5 Electrical Installations

2.6 Sub Stations

2.7 Occupational health

2.7.1 Occupational hygiene

2.7.2 Alcohol and other drugs

### **3 ANNEXURE - A**

Task completion form

### **4 ANNEXURE - B**

Other requirements must be reported to DPW

### **5 ANNEXURE - C**

Requirements to be reported on

### **6 ANNEXURE - D**

Initial hazard identification and risk assessment as well as control measures

**1      INTRODUCTION AND BACKGROUND:**

**1.1      Background to the Health and Safety Specification**

The Construction Regulations in the Occupational Health and Safety Act and regulations 85 of 1993 place the onus on the Client to prepare a health and safety specification for all construction work.

**1.2      Purpose of the Health and Safety Specification**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and Construction Regulations in order to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction phase health and safety plan.

**1.3      Implementation of the Health and Safety Specification**

This specification forms an integral part of the contract and the Contractor is required to use it at pre-tender phase when drawing up its Year Tender/maintenance/service contract health and safety plan. Where applicable the Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

**2      HEALTH AND SAFETY SPECIFICATION:**

**2.1      Scope**

The specification covers the requirements for eliminating incidents and injuries as far as reasonably possible for Cape Town: Year Tenders/maintenance/service contracts.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

**2.2      INTERPRETATIONS:**

**2.2.1      Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as set out previously.

**2.2.2 Definitions**

The definitions as listed in the Occupational Health and Safety Act 85 / 1993 and Construction Regulation shall apply.

**2.3 GENERAL ADMINISTRATIVE REQUIREMENTS:**

**2.3.1 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)  
(Registration with Workmen's Compensation)**

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. This certified proof of registration to be submitted with the tender document. Contractors shall submit proof of registration to the Principal Contractor. **No contractor will commence work on any site unless proof of the above is received.**

**2.3.2 Health and Safety File**

The Principal Contractor and all Contractors shall have a health and safety file available at his premises, containing all health related information. The Health and Safety file must be handed to DPW at completion of the project.

**2.3.3 Initial Hazard Identification and Risk Assessment**

An initial hazard identification and basic risk assessment is attached for perusal by the principal Contractor (Annexure D). These hazards and the consequential risks must be addressed in the Construction-phase health and safety plan to be submitted by the Principal Contractor and by other Contractors. The Principal Contractor must include a comprehensive risk assessment document compiled by a competent person, detailing all potential site-specific risks. Contractors shall do the same for their scope of work.

**2.3.4 Health and Safety Training**

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. In this case, the induction must include the transportation risks. A record of induction training attendance shall be kept in the health and safety file.

### **2.3.5 General Record Keeping**

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Specification document, the OHS Act 85 /1993, and Construction Regulations. The Contractor shall ensure that all records of incidents / injuries, training, inspections, audits, etc. are kept in a health and safety file available on request.

### **2.3.6 Emergency Procedures**

**The Principal Contractor shall acquaint himself with the client's emergency/evacuation procedure and adhere to all such procedures.** All workmen shall be in possession of emergency telephone numbers and be capable / trained to handle injuries, incidents, fire, and major incidents.

### **2.3.7 First Aid Box and First Aid Equipment**

A fully stocked first aid box must be available on each of the maintenance vehicles whenever work is being carried out. The stock shall be risk-specific and have at least the minimum contents as per the legal requirements (General Safety Regulations, OHS Act 85 /1993).

### **2.3.8 Accident / Incident Reporting and Investigation**

Injuries are to be categorised into first aid, medical, disabling, fatal. The Principal contractor must stipulate how it will handle each of these categories. When reporting injuries to DPW, these categories shall be used.

All injuries must be investigated by the Principal Contractor, with a report being forwarded to the DPW forthwith.

### **2.3.9 Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers wear PPE. Task-specific PPE shall be identified during the risk assessment. See attached "initial hazard identification and risk assessment" (Annexure C) for minimum requirements.

### **2.3.10 Non-conformance and failure to follow Health and Safety measures**

Any non-conformance by an employee shall be dealt with by means of an internal disciplinary procedure. All such non-conformances must be documented and reported to the DPW.

### **2.3.11 Contractors (sub-contractors)**

The Principal Contractor shall ensure all Contractors under its control comply with this Specification document, the OHS Act 85 /1993, Construction Regulations and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as “sub-contractors”, shall mutatis mutandis ensure compliance. Contractors are Employers and must comply with all requirements including but not limited to preparing a site-specific health and safety plan, opening and maintaining a health and safety file, training their workers, appointing competent supervisors, etc.

## **2.4 REQUIREMENTS:**

### **2.4.1 Hazardous Chemical Substances (HCS)**

Any hazardous chemical substances not able to be substituted must be safely transported. All workers must be inducted into the hazards, the consequences and control measures required to protect themselves against exposure. A list of these substances must be included in the health and safety file and updated as the site progresses. Material safety data sheets (MSDS) must be included by the supplier, however, it remains the Principal Contractor’s responsibility to ensure that these MSDS’s are available and in the file. All containers shall be clearly labelled, including dangers, control measures and emergency procedures.

No Hazardous chemicals substances, empty containers, may be left or disposed of on the Departments sites.

### **2.4.2 Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor shall carry at least one 9kg Co<sup>2</sup> and one 9kg DCP extinguisher on his service vehicle.

### **2.4.3 Scaffolding / Working at Heights including roof Work**

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations before this work is undertaken

### **2.4.4 Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected regularly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.

#### **2.4.5 Portable Electrical Tools**

The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks are to be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment.

#### **2.4.6 Asbestos Work**

The maintenance of asbestos roof sheeting must be conducted under controlled conditions as specified in the Asbestos Regulations (no. R155, 2002).

A written safe work procedure is drawn up by the Principal Contractor or other asbestos contractor and submitted to an AIA for approval, before any work commences the Department of Labour must be informed and all asbestos work must be carried out by a registered asbestos contractor. The safe work procedure shall include but not be limited to:

The provision of safe access while working on roofs i.e. Duck boards and roof ladders;  
The provision of suitable PPE and respiratory equipment for all asbestos workers who could be exposed to fibres.

The control of contaminated water, i.e. suitable filtration method to be used;

The prevention of dry cutting or drilling, a suitable wet method must be used;

The prevention of dry brushing of asbestos products;

The safe disposal of asbestos waste including contaminated water.

The prevention of high pressure water jetting unless a specialised control system is used;

The specification of fungicides and moss killer, including any related chemical hazards.

Acceptance of the safe work procedure will then be issued to the Principal Contractor before asbestos work may proceed. The Principal Contractor shall ensure that asbestos work complies with the Asbestos Regulations and the accepted safe work procedure, which shall include a full risk assessment of the related risks.

Copies of all certificates received by the contractor for safe disposal of asbestos must be handed to the Department.

**2.5 ELECTRICAL INSTALLATIONS:**

Only licensed electrician's persons will be permitted to carry out electrical work.

**2.6 SUB – STATIONS:**

Persons such as painters, carpenters etc. that have to carry out work in a sub – station shall do so under supervision of an authorised person as required by the notice in regulation 4 (a) of the electrical machinery regulations which states " No unauthorised entry ".

**2.7 OCCUPATIONAL HEALTH:**

**2.7.1 Occupational Hygiene**

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors are to ensure that proper health and hygiene measure are put in place to prevent exposure to these hazards and risks. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in Annexure D e.g. asbestos, cement dust, wet cement, vibration, and noise.

**2.7.2 Alcohol and other Drugs**

No alcohol and other drugs will be allowed on site unless under controlled conditions under the supervision of the Principal Contractor's Responsible Person. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in return report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. Full disciplinary procedures must be followed.

## TERM CONTRACT FOR SERVICING OF FIRE FIGHTING EQUIPMENT

### **ANNEXURE - A**

The Principal Contractor and Contractors must submit their compliance with annexure A together with their construction-phase H&S plan.

<b>HSS Item No.</b>	<b>Requirement</b>	<b>OHS Requirement</b>	<b>Submission Date</b>
2.3.1	Assignment of Responsible Persons to Supervise Construction work	OHS act (section 16.2) & Construction Reg. 6	Before commencement on site
2.3.2	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Reg. 6	Together with H&S plan
2.3.3	Compensation of Occupational injuries and Diseases - proof of registration	COIDA	Together with H&S plan
2.3.4	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.5	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.6	Initial Hazard Identification and Risk Assessment	Construction Registration.	Together with H&S plan
2.3.7	Health and Safety Representatives	OHS Act	Submit as soon as there are more than 20 employees on site

## TERM CONTRACT FOR SERVICING OF FIRE FIGHTING EQUIPMENT

### ANNEXURE - B

The Principal Contractor shall make the following appointments according to the Health and Safety Specification: (further appointments could become necessary as the project progresses)

Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any health and safety related appointments as determined by its risk assessments.

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16 (2)	A competent person to assume the overall H&S responsibility-Principal Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible for Health and Safety related issues on site
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend to fall protection plan
First Aid Person	GSR 3	A qualified person to address all on site first aid cases
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding
Ladder inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record
Electrical installations Competent person	CR 22 (d)	A competent person to control all electrical installations

**TERM CONTRACT FOR SERVICING OF FIRE FIGHTING EQUIPMENT****ANNEXURE - C**

The Principal Contractor shall comply but not be limited to the following requirements:  
Report on these to DPW and place a copy on the Health and Safety file monthly.

<b>What</b>	<b>When</b>	<b>Output</b>	<b>Accepted by Client with date</b>
Health and Safety Plan	Before site hand over	Principal Contractor to report on status of Contractor's health & safety plans	
Health and Safety File	Open file when construction begins and maintain throughout	Have file on hand at meetings	
Induction training	Every worker before he/she starts work	Attendance registers. Signed by everybody who received induction training.	
Awareness Training (Tool Box Talks)	Every 2 <sup>nd</sup> weekly	Attendance registers	
Health & Safety Meetings	Monthly	Meeting minutes	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents and investigations;</li> <li>• non conformances by employees &amp; contractors;</li> <li>• Internal &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Weekly evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and daily	OHS Act compliance: Registers <ul style="list-style-type: none"> <li>• Scaffolding;</li> <li>• Temporary electrical installations</li> </ul>	

**TERM CONTRACT FOR SERVICING OF FIRE FIGHTING EQUIPMENT****ANNEXURE - C (Continues)**

The Principal Contractor shall comply but not be limited to the following requirements:  
Report on these to DPW and place a copy on the Health and Safety file monthly.

<b>What</b>	<b>When</b>	<b>Output</b>	<b>Accepted by Client with date</b>
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Fire fighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> </ul>	
Complaints book	Update when necessary	Table any complaints and incidents at meetings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Update monthly	Table a list of Contractors' workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update monthly	Table a report all signed up Mandatory	

**TERM CONTRACT FOR SERVICING OF FIRE FIGHTING EQUIPMENT****ANNEXURE - D**

INITIAL HAZARD IDENTIFICATION AND RISK ASSESSMENT AS WELL AS SUGGESTED  
CONTROL MEASURES PRE-CONSTRUCTION HEALTH & SAFETY SPECIFICATION YEAR  
TENDERS

HAZARD ID	RISK RATING	PPE	DOCUMENTATION	OTHER
1. Site access ways	M	Safe footwear; hard hats	Comply with client's access/ security/evacuation procedures	Safe clear access routes
2. Heat stress	H		First aid and medical treatment to be recorded	Potable water to be provided to workers; suitable sun screen to be used to protect skin against the sun.
3. Ladders	H	Safe footwear; hard hats	Inspection of ladders at least monthly	Correct height; secured; safe angle.
4. Scaffolding	H	Safe footwear; hard hats; fall prevention devices where applicable	Toolbox talks – those working on scaffolds; safe method of erection drawn up; inspect prior to use and weekly thereafter as well as after bad weather.	Competent scaffold, supervisor & inspector; safe access; safe platforms with guardrails & toe boards; secured; level & plumb.
5. Noise	M	Hearing protection	Keep record of issue & return; toolbox talk on use	Enforce with tools emitting noise over 85 dB
6. Dust/cement	M	Dust masks	Keep record of issue & return; toolbox talk on use	When wood dust could be inhaled; working with dry cement products.
7. Elevated work /roof work	H	Hard hat, adequate footwear, fall prevention devices	Fall protection plan – documented; trained workers.	Duck boards and roof ladders to be used; safe access to be provided.
8. Electrical installation	H	Hard hat and adequate protective clothing and footwear	Copies of C.O.C Certificates and test results to be filed in safety file and original to P.M	All the above if work is involved in the above situations.

**TERM CONTRACT FOR SERVICING OF FIRE FIGHTING EQUIPMENT****ANNEXURE – D (Continues)**

INITIAL HAZARD IDENTIFICATION AND RISK ASSESSMENT AS WELL AS SUGGESTED CONTROL MEASURES PRE-CONSTRUCTION HEALTH & SAFETY SPECIFICATION YEAR TENDERS

HAZARD ID	RISK RATING	PPE	DOCUMENTATION	OTHER
9. Excavations	H	Hard hat, safe footwear and protective clothing	Inspections daily and after rains	Use of shoring/bracing and safe exit and entry
10. Hoist/cherry picker	H	All inspections as required by the Act plus the necessary certificates/ registers must be in place	Check wind forces, check movement in and around power lines and check free space	

**NOTE:** The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

## DETAILS OF AREA

### **AREA: 1: BORDERED BY AND INCLUDING:**

**Cape Town Central**; Mouille Point; Sea Point; Camps Bay; Scarborough; Kommetjie; Simonstown;  
Fish Hoek; St James; Muizenburg; Retreat; Zeekoevlei; Mitchell Plain; Wynberg; Wetton;  
Athlone; Mowbray; Hanover Park; Paarden Island; Salt River; Woodstock; Ndebeni; Hout Bay;

### **BORDERED BY AND INCLUDING:**

**Bellville**; Millerton; Maitland; Tabelview; Melkbosstrand; Durbanville; Bothasig; Welgelegen; Stikland;  
Eerste River; Faure; Parrow; Goodwood; Elsie's River; Borchards Quarry; Langa; Pinelands; Khayelitsha; Kuils River; Macasar

### **AREA: 2:**

### **BORDERED BY AND INCLUDING:** **WEST COAST**

**Vredenburg**; Saldanha Bay; Veldrif; Langebaan; Langebaan Road; Yzerfontein; Donker Gat Defence;

### **Outside the main core area:**

Laaiplek; Vredendal; Van Rhynsdorp; Lamberts bay; Clan William; Citrusdal; Elands Bay

### **BORDERED BY AND INCLUDING:** **PAARL**

**Paarl**; Wellington; Hermon; Riebeek Wes; Riebeek Kasteel; Malmesbury; Stellenbosch; Somerset West; Gordon's Bay; Strand; Drakenstein areas; Paardeberg

**BORDERED BY AND INCLUDING:**

**WORCESTER:**

**WORCESTER:** Montagu; Bonnievale; Robertson; De Doorns; Ceres; Woseley; Ashton; Rawsonville;

**Outside the main core area:**

**Touwsrivier; Laingsburg; Tulbagh; Porterville**

**AREA: 3: BORDERED BY AND INCLUDING:**

**CALEDON:**

**Caledon:** Grabouw; Riversonderend; Swellendam; Buffeljagsriver; Bredasdorp; Hermanus Kleinmond; Gansbaai; Stanford; Napier; Genadendal; Greyton; Bot River; Villiersdorp; Heidelberg;

**BORDERED BY AND INCLUDING:**

**SOUTHERN CAPE & KLEIN KAROO:**

**Oudtshoorn:** Calitzdorp; Dysseldorp; De Rust; Dysseldorp; George; Mosselbay; Sedgfield; Knysna;

**Outside the main core area:**

**Beaufort West; Murrysburg; Willomere; Uniondale; Plettenberg Bay; Prins Albert; Merweville; Albertinia; Herbertsdale; Stilbaai; Leeu Gamka; van Wyksdorp; Riversdale; Ladismith; Barrydale:**

<b>AREA –1 (ONE)</b>
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<b>CLIENT'S BUILDINGS and or COMPLEX'S TO BE READ IN CONJUNCTION WITH AREA DETAILS</b>
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35 Squadron : SAP - Central Liquor Storage
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35 Squadron : SAP - Special Unit
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35 Squadron : SAP - Airwing
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Athlone : Magistrate Court
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Athlone : Magistrate Court – Bhorat Centre - LANDLORD RESPONSIBILITY
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Cape Town : Caledon Square : SAP
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Cape Town : SAP Garage
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Cape Town Harbour : SAP – SAS Unity (Waterwing) - DPW
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Cape Town : Bo-Kaap Museum
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Cape Town : Caledon House
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Cape Town : Centre of the Book (SA National Library)
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Cape Town : Customs House
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Cape Town : Customs House - Island Store
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Cape Town : Customs House - Island Store (Anartic)
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Cape Town : Customs House - Island Store (Marion Island)
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Cape Town : Groot Constantia Manor House
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Cape Town : Harbour - Jetty 1
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Cape Town : Koopman De Wet
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Cape Town : Magistrate Court
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Cape Town : Magistrate Court – Ustitia
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Cape Town : Michaelis Collection
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Cape Town : New Archives (New)
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Cape Town : New Archives (Old)
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Cape Town : Rust & Vreugd
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Cape Town : S.A. Culture Museum
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Cape Town : S.A. Maritime Museum - LANDLORD (BUILDING) - DPW (BOAT)
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Cape Town : SA Library - LANDLORD RESPONSIBILITY
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Cape Town : SA National Gallery
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Cape Town : Slave Lodge
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Cape Town : Thomas Boydell
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Cape Town : Wesbank House - LANDLORD RESPONSIBILITY
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Delft: SAP - Forensic Science Lab. - DPW
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Dieprivier : SAP
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Grassy Park : SAP
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Hout Bay : SAP
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Hout Bay : SAP - Barracks (Albert Road)
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Kennilworth : SAP - Parkhof Flats
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Langa : SAP
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**36 Month Term Contract: Service Fire Equipment**

Mowbary : Van Der Ster Building
Mowbary : Mostert's Mill
Muizenberg : Magistrate Court
Muizenberg : SAP
Muizenberg : SAP - Natalie Labia Museum
Ocean View : SAP
Pinelands : SAP - Hennie De Witt Complex
Pollsmoor Prison
Ravensmead : SAP
Sea Point : Aquarium
Silvermine : Military Base
Simonstown : Magistrate Court
Simonstown : SAP
Simonstown : Whole Naval Base
Steenberg : SAP
Wynberg : Home Affairs - LANDLORD RESPONSIBILITY
Wynberg : Magistrate Court
Wynberg : Military Base
Wynberg : Military Hospital
Youngsfield : Military Base
Ysterplaat : Military Base
Zeekoevlei : Pelican Park
Belhar : SAP
Belhar : Laboria Park
Belville South : SAP – Organised Crimse (5 Osborn Road)
Bellville : Magistrate Court
Bellville : SAP
Bellville : SAP – CID
Bellville : SAP – Provincial Fire Arms
Bishoplavis : SAP – College (Disa Court) (100 Myrtle Road)
Bishoplavis : Magistrate Court
Bishoplavis : SAP
Blue Downs : SAP
Blue Downs : Magistrate Court
Brackenfell : SAP
Durbanville : SAP
Eersterivier : Military Base - 9 SAI
Elsiesrivier : SAP
Epping : SAP - Stores & Supply Chain Management
Faure : SAP - ACCU
Goodwood Prison
Goodwood : Fort Ikapa
<b>Goodwood : Magistrate Court - DPW</b>
Goodwood : SAP
Gugulethu : SAP

**36 Month Term Contract: Service Fire Equipment**

Khayelitsha : Magistrate Court
Khayelitsha : SAP - Lingeletu West
Khayelitsha : SAP - Site B (Bongo Avenue) .
Kleinvlei : SAP
Kuilsriver : Magistrate Court
Mannenbergr : SAP
Melkbosstrand : SAP
Milnerton : SAP
Milnerton : Quarantine Station
Mitchell's Plain : Magistrate Court
Mitchell's Plain : SAP
Parow : SAP - DPW
Parow : Magistrate Court - DPW
Phillipi : Magistrate Court - DPW
Phillipi : SAP
Phillipi : SAP - Training College - DPW
Pinelands : SAP - Hennie De Witt Complex
Stikland : SAP - Vehicle Recovery Unit - DPW
Wingfield : Military Base
Wingfield : Acacia Park

**AREA – 2 (two)****CLIENT'S BUILDINGS and or COMPLEX'S TO BE READ IN CONJUNCTION WITH AREA DETAILS**

Atlantis : Magistrate Court
Atlantis : SAP
Clanwilliam : Magistrate Court
Clanwilliam : SAP
Lamberts Baai : SAP
Langebaan : 4 Special Forces - Avontuur & Donkergat
Langebaan : 4 Special Forces
Langebaan Road - AFB Area
Langebaan Road - Kapteinskop
Lutzville : SAP
Moorreesburg : Magistrate Court
Moorreesburg : SAP
Piketberg : Magistrate Court
Piketberg : SAP
Saldanha - Military Academy
Saldanha Naval Base

**36 Month Term Contract: Service Fire Equipment**

Saldanha : SAP - Port of Entry
Van Rhynsdorp Prison
Van Rhynsdorp : Magistrate Court
Vredenburg : Magistrate Court
Vredendal : SAP
Vredendal - Gemcor (Old Commando Offices)
Drakenstein Prison
<b>Gordons Bay : SAP - CID - LANDLORD RESPONSIBILITY</b>
Klein Drakenstein : SAP
Malmesbury - Gemcor
Malmesbury - New Prison
Malmesbury - Old Prison
Malmesbury : Magistrate Court
Paarl East : SAP
Paarl : Allendale Prison
Paarl : Magistrate Court - Annex
Paarl : Magistrate Court - Regional Court
Paarl : Magistrate Court - Regional Court
Paarl : Mbekweni - SAP
Paarl : Paardeberg Prison
Paarl : SAP
Paarl : SAP - Area Commissioner
Paarl : SAP - College (Huis Vereniging)
Paarl : SAP - College (Paarlberg Hostel)
Paarl : SAP - Detective Academy (Elsie Joubert)
Paarl : SAP - Dog Unit (Old Drakenstein Prison)
Paarl : SAP - Garage
Paarl : SAP - House Paarl Valley
Paarl : Taal Monument
Riebeeck Kasteel : SAP
Riebeeck Wes Prison
Riebeeck Wes : SAP
Sir Lorry's Pass : SAP
Somerset West : Magistrate
Somerset West : Prison - Gemcor
Stellenbosch Prison

**36 Month Term Contract: Service Fire Equipment**

<b>Stellenbosch Prison : Gemkor - DPW</b>
Stellenbosch : Magistrate Court
Stellenbosch : Quarantine Station (Agriculture)
Stellenbosch : SAP
Stellenbosch : SAP - Garage
<b>Strand: Magistrate Court-LANDLORD (Hydrants &amp; Hose Reels)-DPW (Extinguishers)</b>
<b>Strand : SAP - LANDLORD (Hydrants &amp; Hose Reels) – DPW (Extinguishers)</b>
Wellington - Hawequa Prison
Wellington : Magistrate Court
Ashton : SAP
<b>Ashton : Zolani SAP - DPW</b>
<b>Bonnievale : SAP - DPW</b>
Ceres - Warmbokveld Prison
Ceres : Magistrate Court
Ceres : SAP
Ceres : SAP - Op die Berg
Laingsburg : SAP
Laingsburg : Magistrate Court
Montague : SAP
Montague : Magistrate Court
Porterville : Magistrate Court
Porterville - Voorberg Prison
Robertson Prison
Robertson : Magistrate Court
Robertson : SAP
Saron : SAP
Tulbach : Magistrate Court
Tulbagh - Obiqua Prison
Wolseley : Magistrate Court
Wolseley - Dwarsrivier Prison
Wolseley : SAP
Worcester Prison
Worcester : Brandvlei Prison
Worcester : Magistrate Court
Worcester : SAP

**AREA – 3 (three)****CLIENT'S BUILDINGS and or COMPLEX'S TO BE READ IN CONJUNCTION  
WITH AREA DETAILS**

Barrydale : SAP

Bredasdorp : Defence - TVOS

Bredasdorp : Magistrate Court

Bredasdorp : SAP

Caledon Prison

Caledon : Magistrate Court

Caledon : SAP

Elim : SAP - DPW

Genadendal : SAP

Grabouw : Magistrate Court

Grabouw : SAP

Greyton : SAP

Heidelberg : Magistrate Court

Hermanus : Magistrate Court

Hermanus : SAP

Napier : SAP

Riversdal : SAP

Riversdal : Magistrate Court

Stanford : SAP

Stanford : SAP - CIG

Stanford : SAP - Single Quarters

Struisbaai : SAP - LANDLORD RESPONSIBILITY

Swellendam : Buffelsjagriver Prison

Swellendam : Prison

Swellendam : SAP

Swellendam : Magistrate Court

Villiersdorp : SAP - DPW

**36 Month Term Contract: Service Fire Equipment**

Albertinia : Magistrate Court

Albertinia : SAP

Beaufort West : Magistrate Court

Beaufort West : Prison

Beaufort West : SAP - Bird Street

Beaufort West : SAP - CIG Offices

Beaufort West : SAP - Dog Unit

**Beaufort West : SAP - Kwamandlenkosi - DPW**

Beaufort West : SAP - Nieuveld

Beaufort West : SAP - VIS Unit

Beaufort West : Dept of Land Affairs &amp; SARS

Calitzdorp : SAP

Calitzdorp : Magistrate Court

Dysseldorp : SAP

George : Dept of Water Affairs and Forestry

George : Magistrate Court

George : Millitary - College (Sick Bay)

George : Prison

**George : SAP - Conville - DPW**

George : SAP - HQ

George : SAP - Thembaletu

George : SAP - VIS Unit - 88 Hibernia Street

**Herbertsdale : SAP - DPW**

Herold : SAP

Klaarstroom : SAP

Knysna : Magistrate Court

Knysna : Prison

Knysna : SAP

Knysna : SAP - Dog Unit

Ladismith : Magistrate Court

Ladismith : Prison

Mossel Bay : Magistrate Court

Mossel Bay : Prison

Mossel Bay : SAP

Mossel Bay : SAP - Dagamaskop

**Mossel Bay : SAP - Kwanqaba - LANDLORD RESPONSIBILITY**

**36 Month Term Contract: Service Fire Equipment**

Murraysburg : Magistrate Court
Nelspoort : SAP
Nieuveld : SAP
Oudtshoorn : Military
Oudtshoorn : Prison - New
Oudtshoorn : Prison - Old
Oudtshoorn : SAP - Baron Van Reede Street
Oudtshoorn : SAP - Bongoletu
<b>Oudtshoorn : SAP - Child Protection Unit(Jacobson Street) - LANDLORD RESPONSIBILITY</b>
<b>Oudtshoorn : SAP - CID (Springbok Street) - LANDLORD RESPONSIBILITY</b>
Oudtshoorn : SAP - College
<b>Oudtshoorn : SAP - Commercial Crime Unit (Langenhoven Street) - LANDLORD RESPONSIBILITY</b>
Oudtshoorn : SAP - Dog Unit
<b>Oudtshoorn : SAP - Fingerprint Unit (North Street) - LANDLORD RESPONSIBILITY</b>
Oudtshoorn : SAP - Garage
<b>Oudtshoorn : Home Affairs - DPW</b>
<b>Oudtshoorn : VIS Unit (Stock Theft Unit) (Tabak Street) - LANDLORD RESPONSIBILITY</b>
Pacalsdorp : SAP
Pacalsdorp – Dog Unit : SAP
Plettenberg Bay : SAP
Prince Albert : Magistrate Court
Prince Albert : Prison
Prince Albert : SAP
Sedgefield : SAP
Uniondale : SAP
<b>Wildernis : SAP - DPW</b>
Van Wyksdorp : SAP
<b>Zoar : SAP - DPW</b>



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**TERM CONTRACT FOR SERVICING OF FIRE FIGHTING EQUIPMENT**  
**IN THE**  
**WESTERN CAPE**

**Record Data**

- **Job Card**
- **Fire Register**



# public works & infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

# Job Card

Work Request Code:

Client Name:

Contact Detail:

Supervisor @ DPWI:

Facility:

PMIS Property Code:

Building:

Facility Code:

Address:

Building Code:

Location:

Contact Details:

Date and Time Assigned:

Scheduled Hours:

Description of work and material used on site

Qty

1	
2	
3	
4	
5	
6	

Labour Type	Date on Site	Time Started	Time Ended	Hours	No. on Site	Total Hours	CLIENT Initial
Artisan							
Semi-skilled							
Labourer							

Guarantee	Yes / No	Time period for Guarantee	Serial / Guarantee Card Number
Equipment			
Workmanship			

Travelled from: Travel Hours: KMs per round trip:

Job Complete? Yes / No Date of Completion:

Name Signature

CLIENT

Name Contact Detail Office Stamp  
Signature Date

\* Invoice to be submitted to the Department within thirty (30) days of completion of work/service

\*\* Signed Job Card to be submitted to the Works Manager, by the Client within three (3) days of completion of work

DPWI

Name I hereby confirm/certify that the work has been completed  
Signature Designation Date

**ORDER No.:**

76

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**ADD ALL CERTIFIED SUPPORTING DOCUMENTS**