

public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA



BID DOCUMENT

INVITATION TO BID FOR Term Contract: 24 Months: Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment in STATE BUILDINGS AND COMPLEXES

FOR THE APPOINTMENT OF A 24 Months TERM CONTRACTOR IN THE WESTERN CAPE REGION

BID NO: CPT YT 23/20

AREA 3

Name of BIDDER:

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS

Prepared by: Z. LUVALO:

CHIEF WORKS MANAGER

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Term Contract: 24 Months: Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment - Area 3
Reference no:	

Tender no:	CPT YT23/20
Advertising date:	11/09/2020
Closing time:	11:00am
Closing date:	02/10/2020
Validity period:	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **4ME** or

4ME* or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of

3 MEPE or

3 MEPE* or higher.

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

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

☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
☒	All parts of tender documents submitted must be fully completed and signed where required.
☒	Submission of (DPW-07 EC): Form of Offer and Acceptance.
☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
☒	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.
☒	Submission of (PA-29): Certificate of Independent Bid Determination.
☒	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
☐	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting.
☒	Use of correction fluid is prohibited.
☒	Registration on National Treasury's Central Supplier Database (CSD).
☒	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
☐	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
☐	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.

Notice and Invitation to Tender: PA-04 (EC)

Submission of (DPW-09EC): Particulars of Tenderer's Projects.	☒
Only Bidders registered as B-BBEE Status level 1 and 2 contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation. Bidders are required to submit original or originally certified proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice. B-BBEE as may be issued by the Department of Trade and Industry (DTI) are accepted. AOS / AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies: For tenderers other than EMEs (Exempted Micro Enterprises) (i) Verification agencies accredited by SANAS; or For tenderers who qualify as EMEs (i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths. The date the deponent signed and the date on the stamp of the Commissioner of Oaths must be the same according to B-BBEE COMMISSION PRACTISE GUIDE 01 2018 section 17(i). A trust, consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.	☒
- Fully complete sectional summary pages and the Final Summary page of the bill of quantities with the returnable tender document. - Submission of (DPW07 EC): Form of offer and Acceptance, fully completed and signed in ink (as per Standard Conditions of Tender)	☒

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

☐ A tenderer having stipulated minimum B-BBEE status level of contributor:	☐
☐ An EME or QSE	☐
☐ A tenderer subcontracting a minimum of 30% to: ☐ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans	☐

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

Notice and Invitation to Tender: PA-04 (EC)

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

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

Minimum functionality score to qualify for further evaluation:	50
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Functionality criteria:	
Weighting factor:	
30	A) EXPERIENCE: Bidders must furnish adequate proof of successfully complete projects of similar nature, ie. Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment. Bidder must provide a list of references with contactable details and values (from R900,000.00 and more). The Bidder must complete the DPW 09 form in full. Bidder has relevant experience relation to Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment: Bidder has relevant experience of 5 years = 5 POINTS Bidder has relevant experience of 4 years = 4 POINTS Bidder has relevant experience of 3 years = 3 POINTS Bidder has relevant experience of 2 years = 2 POINTS Bidder has relevant experience of 1 year = 1 POINT
30	B) QUALITY / PERFORMANCE EVALUATION References listed on the DPW-09(EC) will be used to obtain the quality of work. Bidders must provide contactable references with the person's name and contact details and email address. The Bidder must forward the standard template (attached in tender document) to the referees to complete and must attached to tender document when submitting on closing date. 5 Points = Excellent quality 4 Points = Good quality 3 Points = Satisfactory/fair quality
20	C) RESOURCES - PREMISES (WORKSHOP) The Bidder must have a functional workshop for minor engineering works such as welding, machining, motor rewinding, steel fabrication, overhauling, assembly and testing for single phase and three phase motors. 5 Points = proof of operating a functional workshop for 5 years and more 4 Points = proof of operating a functional workshop for 4 years 3 Points = proof of operating a functional workshop for 3 years 2 Points = proof of operating a functional workshop for 2 years 1 Point = proof of operating a functional workshop for 1 year Note: bidder to provide proof of ownership or lease agreement of premises or a letter of intent (on a company letterhead and signed) to establish a premises (workshop).

D) RESOURCES - VEHICLES	
20	Bidder must provide proof of ownership of vehicles or proof of lease/rental agreement.
	1 Point = 1 Vehicle
	2 Points = 2 Vehicles
	3 Points = 3 Vehicles
	4 Points = 4 Vehicles
	5 Points = 5 Vehicles or more
Note: The bidder must score on all criteria in order to qualify for further evaluation	
Total	
100 Points	

Collection of tender documents

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

☒ Alternatively; Bid documents may be collected during working hours at the following address Tender Office, Customs House, Corner of Heerengracht and Adderley Streets, Foreshore, Cape Town. A non-refundable bid deposit of R 200 is payable (cash only) on collection of the bid documents.

Site inspection meeting

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

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

Venue: N/A

Date: N/A

Starting time: N/A

inquiries related to tender documents may be addressed to:

DPW Project Manager:		Zukiswa Luvalo	Telephone no:	0214022425
Cell no:		0674147083	Fax no:	
E-mail:		zukiswa.luvalo@dpw.gov.za		

Deposit / return of tender documents

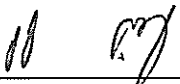
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X9027 Cape Town 8000 Attention: Procurement section: Room 941 9th Floor or at Main entrance to Customs House		OR	Deposited in the tender box at: Customs House Lower Heerengracht Street Foreshore, Cape Town Room 941 9th Floor or at Main entrance to Customs House

Compiled by:

ZUKISWA LUVALO	Signature	Date
		2021/09/03

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

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

Project title:	Term Contract: 24 Months: Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment - Area 3		
Bid no:	CPT YT23/20	Reference no:	

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

1. CIDB REGISTRATION NUMBER (if applicable)

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

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

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:
- 3.3 Position occupied in the Company (director, trustees, shareholder? ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference number:
- 3.6 VAT Registration Number:
- 3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

1 "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.
- 2 "Shareholder" means –
- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

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

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

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

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

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

3.9.1 If so, furnish particulars.

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other

between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

☐ YES
 ☐ NO

3.10.1 If so, furnish particulars.

3.11 Do you or any of the directors/trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ YES
 ☐ NO

3.11.1 If so, furnish particulars:

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

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

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

5.1

Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?

informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).

Yes ☐

No ☐

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

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA-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
1			
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3			
4			
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12			
13			
14			

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.

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

ENTERPRISE STAMP

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

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



Department of
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

RESOLVED that:

on _____ (date)

Held at _____ (place)

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

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)



0.0 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5 5.0 5.5 6.0 6.5 7.0 7.5 8.0 8.5 9.0 9.5 10.0

(code) _____

100

			1
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			14
			15
Signature	Capacity	Name	

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

1. * Delete which is not applicable.

7. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding

3. In the event that paragraph 2 cannot be complied with, Enterprise.

- 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)

power of attorney are to be attached hereto;
Should the number of Directors / Members / Partners
exceed the space available above, additional names and
signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 7. _____
 8. _____
- Held at _____ (place)
- on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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



B. *Mr/Mrs/Ms:

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address:

_____ (code)

Postal Address:

_____ (code)

Telephone number:

Fax number:



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

Note:

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



PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Term Contract: 24 Months: Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment - Area 3
Bid no:	CPT YT23/20
Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

- disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No

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

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

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

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

Project title:	Term Contract: 24 Months: Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment - Area 3		
Tender / quotation no:	CPT YT23/20	Closing date:	02/10/2020
Advertising date:	11/09/2020	Validity period:	56 days

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

1.1. Current projects

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

12. Completed projects

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

Name of Tenderer		Signature		Date	

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

Project title:	Term Contract: 24 Months: Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast - Area 3
Tender no:	CPT YT23/20
	Reference no:

OFFER

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

Term Contract: 24 Months: Repairs, Service and Maintenance to Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment - Area 3

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 words):	
Rand in figures:	R

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

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

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

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

Trading under the name and style of:
--

AND WHO IS:

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

Tender no: CPT YT23/20

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)

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT)

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)

(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)

(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)

select

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

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

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

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

For Internal & External Use

Effective date May 2017

Version 1.9

Fax No
 Postal address
 Banker Branch.....
 Registration No of Tenderer at Department of Labour
 CIDB Registration Number:

Tender no: CPT YT 23/20

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

WITNESSED BY:

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Name of witness	Signature	Date
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Tender no: CPT YT23/20

Schedule of Deviations

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

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

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

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW) SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

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1. DEFINITIONS

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

1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;

1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;

1.1.20. "Parties" means the Employer and the Service Provider;

1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;

1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;

1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;

1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;

1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;

1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;

1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

2. INTERPRETATION

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

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

2.1.2 The singular includes the plural, and vice versa

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

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

2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.

2.4. The various parts of the Contract are severable and may be interpreted as such.

2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.

2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3. DURATION

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
- 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.
4. **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**
 - 4.1. The Employer shall give access to or supply the Service Provider with:
 - 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
 - 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6.	SERVICE MANAGER	6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract. 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider. 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated. 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.
7.	SECURITY	7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider. 7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).
8.	SECURITY CLEARANCE	8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services. 8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.
9.	CONFIDENTIALITY	9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm: 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or 9.2.1 the Employer shall be entitled to cancel the Contract 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract: 9.2.1 employees, officers and directors of the Service Provider; and 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.



- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.
10. **AMBIGUITY IN DOCUMENTS**
- 10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.
11. **INSURANCES**
- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.
12. **ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**
- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data.
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. PROGRAMME

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

13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

14. SUBCONTRACTING

14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.

14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.

15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

16. COMPLIANCE WITH LEGISLATION

16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.

16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.

16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.

16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.

16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.

16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

17. REPORTING OF INCIDENTS

17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.

17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.

17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.

17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

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

19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.

19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices

19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.

20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.

20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

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

21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;

21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2 The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

22.1 The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2 No variation by the Employer of whatever nature shall vitiate the Contract.

22.3 Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4 The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5 Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6 If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7 The Additional Services will be valued at the rates in the Pricing Data.

23. IDENTIFIED PROJECTS

23.1 The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2 The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3 Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4 If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

(a) describe the services/works required to be executed by the Service Provider under the Identified Project;

(b) state the due commencement and completion dates of the relevant Identified Project;

(c) state the total cost of the relevant Identified Project as agreed to between the Parties; and

(d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.

23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.

23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = (NW - Nn) + (RW - Rn) \times X$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.
NW = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

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

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

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

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

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

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

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

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

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

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

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

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

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

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

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

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

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

25. PENALTY FOR NON-PERFORMANCE

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

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

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

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

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

26. PAYMENTS

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

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

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

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

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

26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

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

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

(1) deductions for penalties;

(2) deductions for overpayments;

(3) deductions for retention

(4) deductions for damages.

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.

26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.

26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.

26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.

26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

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

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

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

27. RELEASE OF SECURITY

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

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

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

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

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

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or
(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

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

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

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

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

28. OVERPAYMENTS

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

29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:



29.3.1 The Guarantee shall be returned, if applicable.
29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. BREACH OF CONTRACT

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

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

- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
- 33.1.3 To suspend further payments to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programs, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
- 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
- 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

34. STOPPAGE AND/OR TERMINATION OF CONTRACT

- 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
- 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
- 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
- 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
- 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
- 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
- 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
- 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
- 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 34.4 Further, the Contract shall be considered as having been terminated:
- 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
- 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
- 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:



- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
- 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
- 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

IMPORTANT NOTICE

DEPARTMENT OF PUBLIC WORKS
REGIONAL OFFICE CAPE TOWN

-24 MONTHS TERM CONTRACT

1. THIS IS NOT A SERVICE CONTRACT
2. ALL REPAIRS REQUIRED WILL BE ATTENDED TO AS PER REQUEST

This is a term contract for 24 months for General Repairs and Maintenance and will cover all or some of the following requirements;

1. Day to Day repairs(maintenance)
2. Replacing of items directly linked to this specific tender as is requested.

Rates

3. The rates in the price segment conclude to the term of 24months.
4. The duration of this term contract is divided into 24 months which would not necessarily calculate from January to December.
5. This means that a term contract awarded on the 21/09/2020, the rates applicable to year one will be from the 21/09/2020 to 20/09/2021 and year two rates applicable from 21/09/2021 to 20/05/2022.(This is an example only)

6. Bidders are to NOTE that the quantities reflected in this document are merely illustrative and no warranty can be given as to the actual quantities of work that will be ultimately materialize on the completion of this contract. Therefore **NO CLAIMS** for alteration to rates shall be entertained due changes in quantities.

7. The Rates document forms part of and must be read and priced in conjunction with all other documents forming part of this Bid, including, standard conditions of Bid, conditions of contract (DPW 04-FM 2005-REVISED 2014), specification and other relevant documentation.
8. Zero, nil, gratis, unbalanced or non- market related rates will NOT be accepted and The Department reserves the right to disqualify the Bid.

SCHEDULE 1

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

**SCOPE OF WORK**

This contract is for the service, maintenance and repairs of Hangar Doors, Roller Shutters, Blast, Automatic Doors, Cranes and Lifting/Hoisting Equipment during normal working hours within area mentioned elsewhere.

No scheduled servicing of any installations shall be carried out unless written instruction is received from Regional Representative.

Service/Maintenance/Repairs shall be carried out only upon the contractor receiving instruction to do so in the manner as described in the Special Conditions of Contract. The Department may when necessary, utilize the contractor for other engineering related work that falls outside the above-mentioned scope. This will only be in cases where the contractor is deemed to have the necessary resources and expertise to perform the work required.

MAKES AND TYPES OF HANGER, ROLLER SHUTTER, BLAST AND AUTOMATIC DOORS, CRANES AND LIFTING/HOISTING EQUIPMENT

All makes, types and sizes of Hanger, Roller Shutter, Blast, Automatic Doors, Hydraulic/Pneumatic Doors, Sliding Gates, Cranes and Lifting/Hoisting equipment form part of this contract.

All associated electrical work form part of this contract.

IMPORTANT NOTICE:

The repairs and scope contained within this tender document is to be carried out by the bidder himself. Specialist sub-contracting is only allowed on the controls/automation such as PLC's and rigging works.



SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- a. This Contract shall be valid for a period of twenty four (24) 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.

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

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

- In the event of any dispute arising regarding this contract, the matter shall be referred 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.
- 3.1 Unit: The unit of measurement for each item.
- 3.2 Quantity: The provisional number of items.
- 3.3 Rate: The agreed unit rate per item.
- 3.4 Amount: The product of the quantity and the agreed rate for an item.
- 3.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.6 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc

- 3.7 Call- out(assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
- 3.8 Client Department : All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"
- 4. 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.
- 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.
- 1. 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.
- 2. SCOPE OF CONTRACT**
- 6.1 This contract is for the maintenance/repairs as per schedule 1 as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 6.2 The Department of Public Works reserves the right to enter into new contracts for

major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.

6.3 The Department intends appointing one successful Service Provider per area.

6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bid for.

6.5 The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.

6.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area 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 The Department reserves the right to negotiate the price with the successful bidder.

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

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

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

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

7. **VALUE ADDED TAX**

All rates and prices entered in this tender document must be Nett, i.e. exclusive of

Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES and PRICES

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.2 Unit rates entered into the Schedule 2 of Quantities:

- 8.2.1 shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.
- 8.2.2 must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.

- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.
- 8.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 8.6 This is purely a maintenance term contract valid for two 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 two year, 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:

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

9.2 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

10. ACCESS TO PREMISES

The Bidder undertakes to:

10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.

10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.

10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

10.5 Comply with all By-laws and requirements of the Local Authority.

10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. ACCESS CARDS TO SECURITY AREAS

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

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

complexes.

Only RSA identity documents will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.

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

13. TRAINED STAFF

13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.

13.2 Bidders shall satisfy the Department in all respects that their Electricians/Technicians are suitably qualified to carry out the specified repairs covered by this contract.

13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

14. DRESS CODE

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

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

14.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.

14.3 The dress code must adhere to the OHS&A in terms of protection for all workers for this particular service.

14.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

15. MATERIAL OF EQUAL QUALITY

15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.

15.2 Parts will be installed and connected to the supplier's specification. Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the

item to insure continued serviceability.

- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.
16. **REDUNDANT MATERIAL, RUBBISH AND WASTE**

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

17. **FRAUDULENT CONDUCT**

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

18. **EXECUTION OF REPAIRS**

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required **and include a motivation for replacement of parts.**

- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.

- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.

- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 NOTE: RESPONSE TIME:

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

19. MANAGEMENT AND EXECUTION OF WORK

The Bidder undertakes to:

- 19.1 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.**

- 19.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.

- 19.3 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;

- 19.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;

- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.

- 19.7 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.

- 19.8 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.

- 19.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.

- 19.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.

- 19.11 Only specialized services to be sub-contracted.

FORCE MAJEURE**20.**

"Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that: The bidder shall immediately give written notice to the Department of Public Works Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time in order to perform the required service as soon as is practicable.

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

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

21. OFFICIAL INSTRUCTION FOR REPAIRS

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

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

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

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

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

22. EMERGENCY REPAIRS

22.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.

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

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

- 23.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 23.2 Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".
- 23.3 The Job Card must be completed legibly in black ink after completion of each repair.
- All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all unused portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 23.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 23.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 23.6 Failure to comply with the above could delay payment.
- 23.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
- 23.8 No Photocopied Job Cards will be accepted under any circumstances with (No job card will be accepted should the above not be completed)

invoicing.

- 23.9 Having blank or incomplete job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 23.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 23.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

24. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

- 24.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 24.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 24.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 24.4 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department;
- 24.4.1 Must be on a Company Letter Head;
- 24.4.2 The words 'tax invoice' in a prominent place;
- 24.4.3 The name, address and registration number of the supplier;
- 24.4.4 The name and address of the recipient;
- 24.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
- 24.4.6 Description of the goods or services supplied;
- 24.4.7 The quantity or volume of the goods or services supplied;
- 24.4.8 Either-
- i) The value of the supply, the amount of tax charged and the consideration for the supply; or
- ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

- 24.5 Prices must be clear with no corrections; no Tippex must be used on any documentation.
- 24.6 The supplier's address and contact details must be clear and current (contactable)

- 24.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 24.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 24.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.
- 24.10 Suppliers invoices for specialist sub-contractors to include:
- All items/equipment supplied
 - Make/model/size/KW rating etc
 - Times spent on site
 - Full description of works done

25. INVOICES FROM BIDDER

- 25.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26)
- 25.2 The following information is required on the layout of an invoice:
- 25.2.1 Invoice must be on company's letterhead;
- 25.2.2 Invoice must be addressed to DPW;
- 25.2.3 Invoice must have invoice date and number;
- 25.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
- 25.2.5 Invoice must indicate (address) where service was rendered;
- 25.2.6 CPT reference and order numbers must appear on invoice;
- 25.2.7 Full description of work been carried out;
- 25.2.8 The name and email address of the respective Works Manager handling the specific service.

25.3 Services to equipment:

- 25.3.1 Services are not compulsory
- 25.3.2 Services can be cancelled at the Department's discretion.
- 25.3.3 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
- 25.3.4 Services completed without call centre complaint will not be paid by the Department
- 25.3.5 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.
- 25.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment, the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

26. PAYMENT TO CONTRACTORS

- 26.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.
- 26.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 26.3 Bidders are also urged to submit all outstanding invoices within six (6) months after completion of this contract.
- 26.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 26.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 26.6.1 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.**
- 26.7 The successful bidder's administration must be in order. This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract. Failure to do so may lead to not being awarded a contract
- 27. PROFIT ON MATERIAL**
- Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT.
- 28. HOURS OF WORK**
- The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.
- 29. EXECUTION OF WORK BY OTHERS**
- Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.
- 30. RESTRICTION ON THE USE OF LABOUR**
- 30.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.
- 30.2 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).
- 30.3 The Department may request the contractor shall supply a detailed list of all

employed casual workers.

MARKING OF EQUIPMENT

31.

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

SUBMISSION OF PROGRESS REPORTS

32.

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

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

34. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

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

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

DISCLAIMER/EXIT CLAUSE

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

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

35. CALL CENTER

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required

service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

IMPORTANT NOTICE

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

END OF THE SPECIAL CONDITIONS OF CONTRACT

ADDITIONAL CONDITIONS

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

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

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

ASSOCIATED ELECTRICAL WORK

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

NOTE:

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

SCHEDULE 2

SCHEDULE OF PRICES

SCHEDULED ITEMS

AREA 3

ALL RATES SHALL BE NETT. VAT TO BE EXCLUDED. (VAT to be calculated and added onto the Summary Sub-Total).

Rates for each item listed in the Schedule of Prices includes the cost of supply and profit mark-up. In other words the "unit rate" and "Total" does not include labour and travelling.

Labour and travelling costs has been allowed for in Schedule 2.

PROVISIONAL QUANTITIES

No	ITEM	UNIT	QTY	UNIT COST	TOTAL
1	MOTORIZED MANUAL SECURITY GATES				
1.1	1 000 kg Sliding gate Motor with battery backup and 4 x remotes	10	Each		
1.2	1 000 kg Sliding gate Motor with battery backup and 4 x remotes	5	Each		
1.3	500 kg Swing Gate Kit with Mounting Hardware, Controller, Wall Box + Charger, 7Ah Battery & 4 x Remotes	10	Each		
2	ROLLER SHUTTER DOORS				
2.1	4m - T bar	50	Each		
2.2	Crown wheel & Pinion	50	Each		
2.3	Manual Gearbox	50	Each		
2.4	150mm Guide Rail per 6m length	50	Length		
2.5	End Plate	50	Each		
2.6	Bearings	50	Each		
2.7	Top Cover Plate per 3m length	50	Length		
2.8	Dust Seal	50	m		
3	SLIDING GATE ACCESSORIES				
3.1	Battery 12Volt 7.2 Amp hours	100	Each		
3.2	Transmitter 1 Button	250	Each		
3.3	Transmitter 2 Button	250	Each		
	Sub Total Page 1				R*****

3	SLIDING GATE ACCESSORIES (Continued)	UNIT	QTY	UNIT COST	TOTAL
3.4	Infrared Safety Gate Beams	20	Each		
3.5	Nylon Rack (4m)	20	Each		
3.6	Roll-Up battery backup garage motor including 2 remotes, battery back up	15	Each		
	Sub Total Page 2				R*****

SCHEDULE 2

COLLECTION

SCHEDULED ITEMS:

	R	C
TOTAL FOR PAGE 1		
TOTAL FOR PAGE 2		

TOTAL CARRIED TO SUMMARY PAGE

NON-SCHEDULED LABOUR AND MATERIAL COSTS

The rates for labour will deem to include for contributions to bonus, pension, medical funds, transport, holiday, overtime etc.

1(a) NORMAL TIME (Artisan)
1(a) NORMAL TIME (Artisan assistant)

PROVISIONAL QUANTITY	COST PER HOUR	AMOUNT
2250 hours	R _____ - R _____	R _____ - R _____
2250 hours	R _____ - R _____	R _____ - R _____
		R _____

The cost of material will deem to include for the cost of material after deduction of any discount and delivery to site.

2(a) Allow an amount of R800,000.00 (Eight Hundred Thousand Rand) for provision cost of Non-scheduled material that may be used.

2(b) Percentage profit allowance for the above is _____% of R800,000.00 (A maximum profit allowance of 20% will be allowed)

PROVISIONAL QUANTITY	MARK-UP	AMOUNT
R800,000	R_____	R_____
		R_____

3. SPECIALIST SUB-CONTRACTS

Percentage mark-up shall be applicable for the use of a specialist sub-contractors.

PROVISIONAL QUANTITY	R 200,000.00		
MARK-UP	R		
AMOUNT	R		
SPECIALIST SUB-TOTAL			
CARRY OVER TO SUMMARY			

3(a) Allow the amount of R200,000(Two Hundred Thousand Rand) for the use of sub-contractor, as per above

3(b) Percentage profit allowance for the above is % of R200,000 (A maximum profit allowance of 7.5% will be allowed)

4. TRANSPORT COST

PROVISIONAL QUANTITY (km)	R	40000	
COST PER kilometer	R		
AMOUNT	R		
TRANSPORT COST SUB-TOTAL			
CARRY OVER TO SUMMARY			

SUMMARY OF PRICE SCHEDULE

SUMMARY

SCHEDULE 2	Scheduled Items	R.....
SCHEDULE 3	1. Labour	R.....
	2. Material	R.....
	3. Specialist Sub-contract	R.....
	4. Transport Cost	R.....
SUB TOTAL		R.....
VAT @ 15 %		R.....
GRAND TOTAL		R.....

Total amount must be carried over to the Offer & Acceptance form DPW07(EC)

VAT Registration No : _____ (if applicable)

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

TAKE NOTE that 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 1 or Non-Schedule)

1. This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.

2. All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.

NAME OF Bidder:	
ADDRESS:	
CONTACT DETAILS:	
OFFICE No:	
Email:	

SIGNED _____

DATE _____

JOB CARD
COMPLIANT NO: [REDACTED]
Client Department: [REDACTED]
BUILDING: [REDACTED]

1. Work Executed to be indicated.

2. On site labour

3. Travelling Kilometers

4.Travelling TIME

Name of Artisan:

☐ completed OR ☐ in-progress

5. THIS SECTION MUST BE COMPLETED BY THE COMPLIANT/DESIGNATED OFFICER OF THE USER DEPARTMENT
I CERTIFY THAT I PERSONALLY CHECKED AND AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY, I RECEIVED THE SCRAP
MATERIALS, (HOWEVER I DO NOT CERTIFY TECHNICAL CORRECTNESS)

MATERIALS (HOWEVER I DO NOT CERTIFY TECHNICAL CORRECTNESS)

DESIGNATION: _____
SIGNATURE: _____

RANK: _____
DATE: _____

OFFICE & DATE STAMP

DETAILS OF AREAS

AREA 1: BORDERED BY AND INCLUDING

CORE TOWN – CAPE TOWN

Camps Bay/Bakoven, Bantay Bay, Fresnaye, Sea Point, Moulie Point, Foreshore, Paarden Island, Woodstock, Salt River, Observatory, Mowbray, Sybrand Park, Athlone, Crossroads, Hanover Park, Ottery, Wetton, Lotusriver, Pelikan Park, Zeekoevlei, Muizenberg, St. James, Simon's Town, Scarborough, Kommetjie, Llundudno and back to Camps Bay.

AREA 2: BORDERED BY AND INCLUDING

CORE TOWN – GOODWOOD

Brooklyn, Millerton, Table View, Melkbosstrand, Bothasig, Welgelegen, Durbanville, Stikland, Kuilsriver, Belhar, Borchards Quarry, Langa, Hazendal, Pinelands, Maitland, Mitchells Plain, Khayelitsha, Somerset West, Gordons Bay and back to Brooklyn.

AREA 3: WEST COAST

CORE TOWN - VREDENBERG

Bordered by and including Atlantis, Yzerfontein, Saldanha Bay, Vredenburg, Aarora, Langebaanweg, Langebaan, Van Rhynsdorp and back to Atlantis.

AREA 4: PAARL AREA

CORE TOWN - PAARL

Bordered by and including Paarl, Wellington, Hermon, Riebeeck Kasteel, Riebeeck West, Malmesbury, Stellenbosch, Franschhoek, and back to Paarl.

AREA 5: WORCESTER AREA

CORE TOWN - WORCESTER

Bordered by and including Worcester, Montagu, Bonnievale, Robertson, De Doorns, Ceres, Tulbagh, Porterville, Wolseley, Clanwilliam, Rawsonville, Touwsriver, Laingsburg and back to Worcester.

AREA 6: CALEDON AREA, SOUTHERN CAPE & KLEIN KAROO AREA

CORE TOWN – MOSSEL BAY

Bordered by and including Grabouw, Caledon, Riviersonderend, Swellendam, Buffelsjag, Bredasdorp, Hermanus, Ladismith, Callitzdorp, Oudtshoorn, Prins Albert, Beaufort Wes Karatara, Knysna, Plettenberg Bay, George, Mossel Bay and back to Ladismith and back to Grabouw.

NOTE: All Government Building situated within the borders of the areas described above are not necessarily included in the scope of this contract.

These buildings will be identified when the tender is awarded.



Work Completion Certificate

Order Number: _____ Complaint Number: ID _____
 Town: _____ Department: _____
 Building: _____ Service Description: _____
 Contractor: _____ Vehicle Reg no: _____
 Works Manager name: _____ Cell no: _____

Summary of Work Done

Date Work started: _____ Date Work Completed: _____

Total cost/estimate of Work R.....

Is the work completed in good satisfaction of the Department? ☐ Y ☐ N

Building or machine is it safe to be used by the client? ☐ Y ☐ N

There are no electrical shock on any part of the building? ☐ Y ☐ N

Other: _____

Remarks by the Client Department (if Any) _____

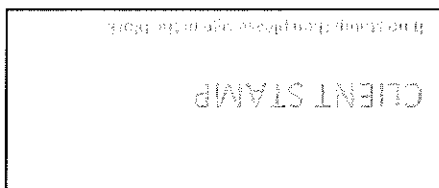
Contractor sign: _____ Date: _____

Client sign: _____ Date: _____

I certify that I personally checked and I'm satisfied that the work has been executed satisfactorily.
 (However I do not certify technical correctness)

Department sign: _____ Date: _____

Works Inspected: ☐ Y ☐ N



IF THE TENDERER IS IN PARTNERSHIP

We the undersigned partners in the business trading as _____ hereby authorise _____ to sign this tender as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract on our behalf.

Full names of partner	Residential address	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IF THE TENDERER IS A ONE MAN BUSINESS

I, the undersigned _____ hereby confirm I am the sole owner of the business trading as _____

SIGNATURE _____
DATE _____

APPLICABLE TO ALL TENDERERS

Full name of contracting party (in block letters) _____

Address: _____

Telephone No.: _____

DATE _____
SIGNATURE OF TENDERER _____

TENDERER'S ADDITIONAL PARTICULARS

The particulars submitted could influence the adjudication of the tender.

1. Period active as a Contractor under the present business name: _____
2. Is the firm registered with the Department of Manpower? **YES/NO**
- Registration Number: _____
3. Is the firm registered with the Unemployment Commissioner? **YES/NO**
- Registration Number: _____
4. Is the firm registered with the Workmen's Compensation? **YES/NO**
- Registration Number: _____
5. Is the firm registered with the PWD as a Contractor? *** YES/NO**
6. Telephone Number - normal working hours: _____
7. Telephone Number - after hours: _____
8. Email address: _____
9. Do you have 1 24 hour emergency call service? *** YES/NO**
- Number: _____
10. Do you have radio communication facilities 24 hours per day? *** YES/NO**
11. Number of skilled employees: _____
12. Number of apprentice employees: _____
13. Number of unskilled employees: _____
14. Details of motor vehicles belonging to the firm: _____

15. List of special equipment and tools belonging to the firm to undertake maintenance and repair work:

PART ---

HEALTH AND SAFETY

SPECIFICATION

FOR

YEAR TENDER

AND

**MAINTENANCE/SERVICE
CONTRACTS**

AUGUST 2005

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 Fire fighting 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

7 **Annexure E**

Acknowledgement of receipt

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 OCCUPATIONAL 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 of 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 D) 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 the 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 in their own right 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 Co² and one 9kg DCP extinguisher on his service vehicle.

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

ELECTRICAL INSTALLATIONS

2.5

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.

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.

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

Asbestos Work

2.4.6

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.

Portable Electrical Tools

2.4.5

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.

Ladders and Ladder Work

2.4.4

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.

Scaffolding / Working at Heights including roof Work

2.4.3

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 ".

SUB – STATIONS

2.6

OCCUPATIONAL HEALTH

2.7

Occupational Hygiene

2.7.1

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.

Alcohol and other Drugs

2.7.2

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.

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE A

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

HSS Item No	Requirement	OHS Act	Submission Date
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 Regs.	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

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

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	OHS 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 Aider	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

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

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.

What	When	Output	Accepted by Client with date
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 nd weekly	Attendance registers	
Health & Safety Meetings	Monthly	Meeting minutes	
Health & Safety Reports	Monthly	Report covering: - Incidents/accidents and investigations; - non conformances by employees & contractors; - Internal & External H&S audit reports	
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 - Scaffolding; - Temporary electrical installations	

Annexure C continued

General Inspections	Monthly	• Fire fighting equipment • Portable electrical equipment • Ladders	Update when necessary	Table any complaints and incidents at meetings		Complaints book	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 Mandatories	
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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 scaffolder, 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.
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.

7

TOTAL COST FOR COMPLIANCE WITH HEALTH AND SAFETY SPECIFICATION TO BE CARRIED FORWARD TO SUMMURRY PAGE.

END OF PART -----

TOTAL COST FOR HEALTH AND SAFETY R-----

ANNEXURE E	
YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS	
Acknowledgement of receipt of the Health & Safety Specification document (pg 1-14):	
I _____ representing	_____
Principal Contractor/Contractor/Employer	
have satisfied myself with the content of the Pre-construction Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof	
Signature of Principal Contractor / Contractor	_____
Date	_____
Signature of Client / Client's Agent	_____
Date	_____



SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- a. This Contract shall be valid for a period of twenty four (24) 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.

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. 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

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.

- 3.1 Unit: The unit of measurement for each item.
- 3.2 Quantity: The provisional number of items.
- 3.3 Rate: The agreed unit rate per item.
- 3.4 Amount: The product of the quantity and the agreed rate for an item.
- 3.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.6 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc

3.7	Call- out(assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
3.8	Client Department : All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"
4.	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.
1.	PROVISIONAL QUANTITIES
	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.
	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.
2.	SCOPE OF CONTRACT
6.1	This contract is for the maintenance/repairs as per schedule 1 as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.

- 6.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 The Department intends appointing one successful Service Provider per area.
- 6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bid for.
- 6.5 The Department will not appoint the same Service Provider for more than 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 underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.
- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 6.8 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

7. VALUE ADDED TAX

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

8. RATES and PRICES

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper performance of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded. Unit rates entered into the Schedule 2 of Quantities:
- 8.2.1 shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.
- 8.2.2 must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.
- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.
- 8.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 8.6 This is purely a maintenance term contract valid for two 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 two year, 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:

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 per kilometer may be charged to and from the site from the core town only (see "Details of Areas"). If bidder is given work outside his/her area, the bidder may only claim for transport to and from the core town of that particular area.
- 9.2 The bidder may only claim a maximum of two (3) hours labour for travelling. If the bidder is given work outside his/her area, the bidder may only claim for travelling time to and from the core town of that particular area to a maximum of two (3) hours.
- 9.3 Transport and travelling costs may not be claimed more than once should the bidder attend to two (2) or more jobs on the same site on the same day.

10. (In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy the time claimed by the Bidder is justified)

ACCESS TO PREMISES

- The Bidder undertakes to:
- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.

- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

- 10.5 Comply with all By-laws and requirements of the Local Authority.

- 10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. ACCESS CARDS TO SECURITY AREAS

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.
- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence

Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only RSA identity documents will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.

12.2 In the event of either the Department, the Chief of S.A. National Defence Force or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

13. TRAINED STAFF

13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.

13.2 Bidders shall satisfy the Department in all respects that their Electricians/Technicians are suitably qualified to carry out the specified repairs covered by this contract.

13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidders 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. MATERIAL OF EQUAL QUALITY

15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.

15.2 Parts will be installed and connected to the supplier's specification.

- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.
16. **REDUNDANT MATERIAL, RUBBISH AND WASTE**
- All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.
17. **FRAUDULENT CONDUCT**
- Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.
18. **EXECUTION OF REPAIRS**
- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required and include a motivation for replacement of parts.
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt

of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.

19. MANAGEMENT AND EXECUTION OF WORK

The Bidder undertakes to:

- 19.1 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.

- 19.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.

- 19.3 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;

- 19.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;

- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.

- 19.7 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.

- 19.8 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.

- 19.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.

- 19.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.

- 19.11 Only specialized services to be sub-contracted.

- 20.1 An official instruction for each repair shall be issued to the Bidder. The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.
- 20.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 20.3 No payments shall be made for work executed without the necessary written authority.
- 20.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.
- 20.5 The contractor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/component have been duly submitted to the Department for payment.

21. EMERGENCY REPAIRS

- 21.1 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.
- 21.2 Emergency repairs 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.
- 21.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 21.4 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.

21.5 The Work Completion Certificate:

The Work Completion Certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a weekly basis. An invoice will not be processed if no Works Completion Certificate has been submitted.

- 22. JOB CARDS ("M" FORMS) FOR REPAIRS**
- 22.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 22.2 Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".
- 22.3 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 unused 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.
- 22.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 22.6 Failure to comply with the above could delay payment.
- 22.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
- 22.8 (No job card will be accepted should the above not be completed)
- 22.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 22.9 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
- 22.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 22.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.
- 23. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)**
- 23.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 23.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

23.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.

23.4 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department.

- 23.4.1 Must be on a Company Letter Head;
- 23.4.2 The words 'tax invoice' in a prominent place;
- 23.4.3 The name, address and registration number of the supplier;
- 23.4.4 The name and address of the recipient;
- 23.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
- 23.4.6 Description of the goods or services supplied;
- 23.4.7 The quantity or volume of the goods or services supplied;
- 23.4.8 Either-

- i) The value of the supply, the amount of tax charged and the consideration for the supply; or
- ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

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

24. INVOICES FROM BIDDER

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

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

- 24.2.1 Invoice must be on company's letterhead;
- 24.2.2 Invoice must be addressed to DPW;

- 24.2.3 Invoice must have invoice date and number;
24.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
24.2.5 Invoice must indicate (address) where service was rendered;
24.2.6 CPT reference and order numbers must appear on invoice;
24.2.7 Full description of work been carried out;
24.2.8 The name and email address of the respective Works Manager handling the specific service.

24.3 Services to equipment:

- 24.3.1 Services are not compulsory
24.3.2 Services can be cancelled at the Department's discretion.
24.3.3 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
24.3.4 Services completed without call centre complaint will not be paid by the Department
24.3.5 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.
24.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

25. PAYMENT TO CONTRACTORS

- 25.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.
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 urged to submit all outstanding invoices within six (6) months after completion of this contract.
25.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
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.

- 25.6 The successful bidder's administration must be in order.
This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.
Failure to do so may lead to not being awarded a contract

26. PROFIT ON MATERIAL

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

27. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department. Such work done outside normal working hours shall be claimed as per labour scheduled rate in Schedule Two, on non-schedule items only.

29. EXECUTION OF WORK BY OTHERS

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

30. RESTRICTION ON THE USE OF LABOUR

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

30.2 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).

30.3 The Department may request the contractor shall supply a detailed list of all employed casual workers.

31. MARKING OF EQUIPMENT

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

32. SUBMISSION OF PROGRESS REPORTS

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

In the format as indicated below:

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

33. CALL CENTER

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

IMPORTANT NOTICE

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

END OF THE SPECIAL CONDITIONS OF CONTRACT

ADDITIONAL CONDITIONS

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

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

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

ASSOCIATED ELECTRICAL WORK

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

NOTE:

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

SCHEDULE 1

SCHEDULE OF PRICES

SCHEDULED ITEMS

AREA

ALL RATES SHALL BE NETT. VAT TO BE EXCLUDED. (VAT to be calculated and added onto the Summary Sub-Total).

Rates for each item listed in the Schedule of Prices includes the cost of supply and profit mark-up. In other words the "unit rate" and "Total" does not include labour and travelling. Labour and travelling costs has been allowed for in Schedule 2.

MAINTENANCE TO HANGAR DOORS, ROLLER SHUTTERS, BLAST AND AUTOMATIC DOORS

PROVISIONAL QUANTITIES

ITEM NO.	SCHEDULE A	ITEM	UNIT	QTY	UNIT COST	TOTAL
1.00	HANGER DOORS					
1.01	Top Rail	10	/metre			
1.02	Top Rollers	10	Each			
1.03	Bottom Wheels	10	Each			
1.04	Track	10	/metre			
1.05	Gear box	10	/metre			
1.06	Chain	10	/metre			
1.07	Final Drive	10	Each			
1.08	Wheel Bearing	10	Each			
1.09	Limit Switch	10	Each			
1.10	Electric Top rail 3 Phase	10	/metre			
1.11	Soft Starter 3 Phase	10	Each			
1.12	Stop - Start Switches	10	Each			
1.20	Cherry Picker with minimum 14 meter height reach and platform capacity of max 230kg	20	Day			
2.00	ROLLER SHUTTER DOORS	ITEM	UNIT	QTY	UNIT COST	TOTAL
2.01	Slats (3m)	50	Length			
2.02	Springs	10	Each			
2.03	T bar	10	m			
2.04	Crown wheel & Pinion	10	Set			
2.05	Manual Gearbox	10	Each			
	Sub Total Page					R
2.06	150mm Guide Rail	10	Set			

2.07	End Plate	10	Each			
2.08	Bearings	10	Set			
2.09	Top Cover Plate	10	Each			
2.10	Dust Seal	10	m			
2.11	Door Top Flashing	10	m			
2.12	Roller Shutter Door: 2.5m x 2.1m (width x height) Galvanized	10	Each			
2.13	Roller Shutter Door: 2.5m x 2.7m (width x height) Galvanized	10	Each			
2.14	Roller Shutter Door: 3m x 3m (width x height) Galvanized	10	Each			
2.15	Automated Roller Shutter Door: 2.5m x 2.1m (width x height) Galvanized	10	Each			
2.16	Automated Roller Shutter Door: 2.5m x 2.7m (width x height) Galvanized	10	Each			
2.17	Automated Roller Shutter Door: 3m x 3m (width x height) Galvanized	10	Each			
3.00	AUTOMATIC DOORS	ITEM	UNIT	QTY	UNIT COST	TOTAL
3.01	Bottom Roller	10	Each			
3.02	V Belts	10	Set			
3.03	Hanger bar complete with Rollers, Pins and Spaces	10	Set			
3.04	Vacuum Door Seals	10	Set			
3.05	Auto Lock System	10	Each			
3.06	Indicator System	10	Each			
3.07	Top Track System	10	Each			
4.00	TILT UP SPLIT DOORS	ITEM	UNIT	QTY	UNIT COST	TOTAL
4.01	Jack Wheels - Large	10	Each			
4.02	Jack Wheels - Medium	10	Each			
4.03	4m - T bar	10	Each			
4.04	3 mm Cables (3m)	10	length			
4.05	Hinges - Single	10	Each			
4.06	Panel Sections - 5m Galvinised	10	Each			
4.07	Electric Motor and Gearbox	10	Each			
4.08	Guide Track (3m)	10	length			
4.09	70mm Spring	10	Each			
4.10	40mm Coupling	10	Each			
4.11	Bottom Gear Box	10	Each			
4.12	Spring End Caps	10	Set			
	Sub Total Page					
5.1	MOTORISED AND MANUAL SECURITY GATES	ITEM	UNIT	QTY	UNIT COST	TOTAL
						R

[illegible]

8.01	Round aluminium arm, white epoxy coated with red reflective tape spiral wound 3m	10	Each						
8.02	Round aluminium arm, white epoxy coated with red reflective tape spiral wound 4.5m	10	Each						
8.03	Round aluminium arm, white epoxy coated with red reflective tape spiral wound 6 m	10	Each						
8.04	Manual boom spring for 3 metre pole	10	Each						
8.05	Manual boom spring for 4.5 metre pole	10	Each						
8.06	Manual boom spring for 6 metre pole	10	Each						
8.07	Manual barrier cradle (Duel spring)	10	Each						
8.08	Catch post epoxy coated (White or Traffic yellow)	10	Each						
8.09	Boom pole joiner	10	Each						
9.00	GRATINGS (Mild Steel – Galvanized)	ITEM	UNIT	QTY	UNIT COST	TOTAL			
9.01	2400 x 1200 (25 x 4.5)	10	Each						
9.02	2400 x 1200 (30 x 4.5)	10	Each						
10.03	2400 x 1200 (40 x 4.5)	10	Each						
	*(Supply and Fit for the above)								
10.00	HANDRAIL STANCHIONS (1m High)	ITEM	UNIT	QTY	UNIT COST	TOTAL			
10.01	Handrail Stanchion (Galvanized Finish))	15	m						
10.02	Handrail Stanchion (Zincromate Finish)	15	m						
	*(Supply and Fit for the above)								
11.00	VASTRAP FLOOR PLATES (Galvanized)	ITEM	UNIT	QTY	UNIT COST	TOTAL			
11.01	2500 x 1200 (3.0 / 4.6)	10	Each						
12.00	SITE ASSESSMENT FEE	ITEM	UNIT	QTY	UNIT COST	TOTAL			
12.1	Site Assessment Fee per call out	50	Each						
	*Note: Site Assessment fee can only be claimed on first day of callout								
	Sub Total Page								R

SCHEDULE 1

SUMMARY PAGE

PAGE		AMOUNT (R)
PAGE 1		
PAGE 2		
PAGE 3		
PAGE 4		

TOTAL CARRIED TO SUMMARY PAGE

SCHEDULE 2

NON-SCHEDULED LABOUR AND MATERIAL COSTS

LABOUR

2.1

The rates for labour will deem to include for contributions to bonus, pension, medical funds, transport, holiday etc. and including the cost of artisan and labourers/apprentice etc.

- a. Artisan
1000 hours
R
- b. Assistant
(Normal & Afterhours)
1000 hours
R

PROVISIONAL QUANTITY	COST PER HOUR	AMOUNT
1000 hours	R	R
1000 hours	R	R
LABOUR SUB-TOTAL		R
CARRY TO SUMMARY		

MATERIAL

2.2

- 2(a) Allow an amount of R350 000 (Two Hundred and fifty thousand rand) for provision cost of Non-scheduled material that may be used.
- 2(b) Percentage profit allowance for the above is% of R350000. Limited to a maximum of 15%

PROVISIONAL QUANTITY	MARK-UP (item 2 b)	AMOUNT
R350 000	R	R
MATERIAL SUB-TOTAL		R
CARRY TO SUMMARY		

The cost of material will deem to include for the cost of material after deduction of any discount and delivery to site.

SCHEDULE 3

3.1 SPECIALIST SUB-CONTRACTS

Percentage mark-up shall be applicable for the use of specialist sub-contractors.

PROVISIO- NAL QUANTITY	MARK-UP 3(b)	AMOUNT
R350 000	R	R
		R

3(a) Allow the amount of
R350 000 Two Hundred and fifty
thousand rand (Two hundred
thousand rand) for the use of sub-
contractor, as per above
3(b) Percentage profit allowance for
the above is% of R350000.
[Maximum profit allowance is 7.5%]

3.2 TRANSPORT COSTS

PROVISIONAL QUANTITY	COST PER KM	AMOUNT
100000km	R.....	R.....
		R.....

CARRY TO SUMMARY

NOTE:

(a) See Special Conditions of Contract hereof with regard to transport costs.

SUMMARY PAGE.

	SUMMARY			
SCHEDULE 1:	Summary (Page)	R		
SCHEDULE 2:	2.1 Labour	R		
	2.2 Material	R		
SCHEDULE 3:	3.1 Specialist Sub-contractor	R		
	3.2 Transport Cost	R		
	SUB Total	R		
	VAT (if Registered)	15%	R	
	Grand Total	R		

VAT Registration No : _____ (if applicable)

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

TAKE NOTE that 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 1 or Non-Schedule)

(2) This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.

(2) All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.

NAME OF Bidder:	
ADDRESS:	
CONTACT DETAILS:	
OFFICE No:	
FAX No:	

SIGNED _____ DATE _____

[illegible]

DETAILS OF AREAS

AREA 1: BORDERED BY AND INCLUDING

CORE TOWN – CAPE TOWN

Camps Bay/Bakoven, Bantry Bay, Fresnaye, Sea Point, Moulie Point, Foreshore, Paarden Island, Woodstock, Salt River, Observatory, Mowbray, Sybrand Park, Athlone, Crossroads, Hanover Park, Ottery, Wetton, Lotusriver, Pelikan Park, Zeekoevlei, Muizenberg, St. James, Simon's Town, Scarborough, Kommetjie, Llundudno and back to Camps Bay.

AREA 2: BORDERED BY AND INCLUDING

CORE TOWN – GOODWOOD

Brooklyn, Milnerton, Table View, Melkbosstrand, Bothasig, Welgelegen, Durbanville, Stikland, Kuilsriver, Belhar, Borchards Quarry, Langa, Hazendal, Pinelands, Maitland, Mitchells Plain, Khayelitsha, Somerset West, Gordons Bay and back to Brooklyn.

AREA 3: WEST COAST

CORE TOWN - VREDENBERG

Bordered by and including Atlantis, Yzerfontein, Saldanha Bay, Vredenburg, Aarora, Langebaanweg, Langebaai, Van Rhynsdorp and back to Atlantis.

AREA 4: PAARL AREA

CORE TOWN - PAARL

Bordered by and including Paarl, Wellington, Hermon, Riebeeck Kasteel, Riebeeck West, Malmesbury, Stellenbosch, Franschhoek, and back to Paarl.

AREA 5: WORCESTER AREA

CORE TOWN - WORCESTER

Bordered by and including Worcester, Montagu, Bonnievale, Robertson, De Doorns, Ceres, Tulbagh, Porterville, Wolsley, Clanwilliam, Rawsonville and back to Worcester.

AREA 6: CALEDON AREA, SOUTHERN CAPE & KLEIN KAROO AREA

CORE TOWN – MOSSEL BAY

Bordered by and including Grabouw, Caledon, Riviersonderend, Swellendam, Buffelsjag, Bredasdorp, Hermanus, Ladismith, Callitzdorp, Oudtshoorn, Prins Albert, Beaufort Wes, Karatara, Knysna, Plettenberg Bay, George, Mossel Bay and back to Ladismith and back to Grabouw.

NOTE: All Government Building situated within the borders of the areas described above are not necessarily included in the scope of this contract.

These buildings will be identified when the tender is awarded.



public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Work Completion Certificate

Order Number: _____ Complaint Number: ID _____
Town: _____ Department: _____
Building: _____ Service Description: _____
Contractor: _____ Vehicle Reg no: _____
Works Manager name: _____ Cell no: _____

Summary of Work Done

Date Work started: _____ Date Work Completed: _____

Total cost/estimate of Work R.

Is the work completed in good satisfaction of the Department? ☐ Y ☐ N

Building or machine is it safe to be used by the client? ☐ Y ☐ N

There are no electrical shock on any part of the building? ☐ Y ☐ N

Other: _____

Remarks by the Client Department (if Any) _____

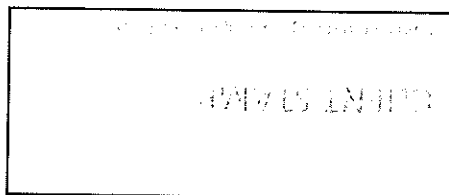
Contractor sign: _____ Date: _____

Client sign: _____ Date: _____

I certify that I personally checked and I'm satisfied that the work has been executed satisfactorily.
(However I do not certify technical correctness)

Department sign: _____ Date: _____

Works Inspected: ☐ Y ☐ N



IF THE TENDERER IS IN PARTNERSHIP

We the undersigned partners in the business trading as		
hereby authorise		
to sign this tender as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract on our behalf.		
<u>Full names of partner</u>	<u>Residential address</u>	<u>Signature</u>

IF THE TENDERER IS A ONE MAN BUSINESS

I, the undersigned _____ sole owner of the business trading as	hereby confirm I am the
<u>SIGNATURE</u>	<u>DATE</u>

APPLICABLE TO ALL TENDERERS

Full name of contracting party (in block letters)	Address:
<u>SIGNATURE OF TENDERER</u>	<u>DATE</u>

TENDERER'S ADDITIONAL PARTICULARS

The particulars submitted could influence the adjudication of the tender.

1. Period active as a Contractor under the present business name:

2. Is the firm registered with the Department of Manpower?

3. Is the firm registered with the Unemployment Commissioner?

- Registration Number: _____
4. Is the firm registered with the Workmen's Compensation?

- Registration Number: _____
5. Is the firm registered with the PWD as a Contractor?

6. Telephone Number - normal working hours: _____
7. Telephone Number - after hours: _____
8. Email address: _____
9. Do you have 1 24 hour emergency call service?

- Number: _____
10. Do you have radio communication facilities 24 hours per day?

11. Number of skilled employees: _____
12. Number of apprentice employees: _____
13. Number of unskilled employees: _____
14. Details of motor vehicles belonging to the firm: _____

* YES/NO

* YES/NO

* YES/NO

YES/NO

YES/NO

YES/NO

15.

List of special equipment and tools belonging to the firm to undertake maintenance and repair work:
