



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

# DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

## TENDER DOCUMENT

**TENDER NO: MTH16/2022**

### AREA 4

REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4 : MATATIELE, MALUTI, MT FLETCHER, MACLEAR, CEDERVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT & LUKHOLWENI

#### ISSUED BY:

THE DIRECTOR GENERAL  
DEPARTMENT OF PUBLIC WORKS  
PRETORIA  
0001

#### PREPARED BY:

PRIVATE BAG X5007  
MTHATHA 5100

#### CONTACT PERSON:

Mr. S. Mdolomba  
Ms. K. Notununu  
Mr. C. Mocoancoeng

TEL: 012 492 3118  
047 502 7037  
047 502 7002

**NAME OF BIDDER:** .....

**CLOSING DATE** : 18 August 2022

**TIME** : 11:00

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4: MATATIELE, MALUTI, MT FLETCHER, MACLEAR, CERDAVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI
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<b>Tender no:</b>	MTH16/2022	<b>Reference no:</b>	
<b>Advertising date:</b>	27/07/2022	<b>Closing date:</b>	18 August 2022
<b>Closing time:</b>	11:00	<b>Validity period:</b>	12 Weeks (84 calendar days)

## 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 SO** or **3 GB\*** or higher.  
*\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE** or **select tender value range select class of construction works PE\*** or higher.  
*\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

## 2. RESPONSIVENESS CRITERIA

### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive 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:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

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12	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
15	<input type="checkbox"/>	
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

### 2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Attending of virtual meeting (not compulsory)
11	<input checked="" type="checkbox"/>	PA 29 Certification of Independent Bid Determination
12	<input checked="" type="checkbox"/>	Submission of (PA -16) Preference points claim form in terms of Preferential Regulation of 2017
13	<input checked="" type="checkbox"/>	Submission of (DPW 09) Particulars of tenderers/projects
14	<input checked="" type="checkbox"/>	Submission of (DPW 21) Record of addenda to tenderdocuments

15	<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced BOQ/Lumpsum document (Complete document inclusive of all parts) together with his tender. The tenderer will be required to submit this fully priced and completed sectional summary - and final summary pages with the tender.
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### 3. PRE-QUALIFICATION CRITERIA

#### Preferential procurement: **Applicable**

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

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

#### **Functionality: Applicable**

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

**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:	60
Functionality criteria:	Weighting factor:
<p><b>1. EXPERIENCE</b> Previous experience based on the number of projects of similar nature (Maintenance, repairs and replacement of plumbing) ranging from R450 000.00 successfully completed over the last seven years (DPW09 particulars of tenders projects should be fully completed with contactable details and email address), confirmation letter with official client stamp or Completion Certificate as reference</p> <p>5x Plumbing Projects Completed (score 5) 4x Plumbing Projects Completed (score 4) 3x Plumbing Projects completed (score 3) 2x Plumbing Projects completed (score 2) 1x Plumbing Project Completed (score 1)</p>	30

<p><b>2. CAPACITY</b> The Tenderer to provide proof of Qualified artisans in Plumbing with trade test certificates from Accredited Institution, CV with minimum reference of 5 years .</p> <p>5 x Plumbers with plumbing trade test certificate 5 years experience (score 5) 4 x Plumbers with plumbing trade test certificate 4 years experience (score 4) 3 x Plumbers with plumbing trade test certificate 3 years experience (score 3) 2 x Plumbers with plumbing trade test certificate 2 years experience (score 2) 1 x Plumber with plumbing trade test certificate 1 year experience (score 1)</p>	<p>30</p>
<p><b>3. FINANCIAL CAPACITY</b> Provide a valid bank rating Certificate from your banking institution Stating A, B, C, D and E banking code / rating, not older than 6 Months (with original Bank Stamp)</p> <p>Credit Rating of 'A' = 5 Credit Rating of 'B' = 4 Credit Rating of 'C' = 3 Credit Rating of 'D' = 2 Credit Rating of 'E' = 1 No Information provided 0</p>	<p>20</p>
<p>4. The tenderer to provide evidence of Vehicles ownership or letter of intent for car hire or lease agreement.</p> <p>4.1 Vehicle/s with loading capacity of 1 ton x 4 = 5 4.2 Vehicle/s with loading capacity of 1 ton x 3 = 4 4.3 Vehicle/s with loading capacity of 1 ton x 2 = 3 4.4 Vehicle/s with loading capacity of 1 ton x 1 = 2</p> <p>NB: 1. Service Provider will be awarded 1 area only. 2. The Service Provider will have to accumulate scores in all functionality categories for further evaluation.</p>	<p>20</p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

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**4. BID EVALUATION METHOD**

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

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

**5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

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

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

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

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

#### **5.1 Technical risks:**

##### **Criterion 1: Experience on comparable projects during the past 7 years.**

The tendering Service Provider's experience on comparable projects during the past 7 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past Specify number of years between 5 and 10 years as per

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;

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6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

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

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

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

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

## **5.2 Commercial risks:**

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

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal

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proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

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

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

(a)	Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories)	<b>Select</b>
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(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Select</b>
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Select</b>
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Select</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Select</b>
(f)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Select</b>
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.	<b>Select</b>
(h)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million)	<b>Select</b>

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(i)		<b>Select</b>
(i)		<b>Select</b>

## 7. COLLECTION OF TENDER DOCUMENTS

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



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- Alternatively; Bid documents may be collected during working hours at the following address **PRD 2 BUILD SUTHERLAND STREET MTHATHA**. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

### 8. SITE INSPECTION MEETING

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

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

Venue:	Virtual	
Virtual meeting Link:	<a href="https://dpcw-za.zoom.us/j/96750662729?pwd=dVJNZUpuU2NpdEMrOozbkVHcjgzdz09">https://dpcw-za.zoom.us/j/96750662729?pwd=dVJNZUpuU2NpdEMrOozbkVHcjgzdz09</a>	
Date:	5th August 2022	Starting time: 10:00 am

### 9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Kholiswa Notununu	<b>Telephone no:</b>	012 492 3118
<b>Cellular phone no:</b>	082 552 4277	<b>Fax no:</b>	
<b>E-mail:</b>	Kholiswa.Notununu@dpcw.gov.za		

### 10. 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).

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<b>Tender documents may be posted to:</b>  The Director-General Department of Public Works and Infrastructure Private Bag X 5007 Mthatha 5100  Attention: <b>Procurement section: Room 5th Floor</b> reception	<b>OR</b>	<b>Deposited in the tender box at:</b>  5th Floor PRD 2 Building PRD 2 Sutherland Street Reception
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11. COMPILED BY:

Kholiso Motsoni Name of Project Manager		26/07/22 Date
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## PA 32: INVITATION TO BID PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>			
BID NUMBER:	MTH16/2022	CLOSING DATE: 18 AUGUST 22	CLOSING TIME: 11:00
DESCRIPTION			
REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4:MATATIELE, MALUTI, MT FLETCHER, MACLEAR, CERDAVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
5 <sup>th</sup> Floor, PRD 2 Building			
Sutherland Street,			
Mthatha			
<b>OR POSTED TO:</b>			
Private Bag x 5007			
Mthatha			
5100			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER	CODE	NUMBER	
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No		<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
		<input type="checkbox"/>	<b>A REGISTERED AUDITOR DETAILS:</b>
		NAME:	
		REGISTRATION NUMBER:	
		BUSINESS ADDRESS:	
		.....	
		.....	
		.....	

<p>.....</p> <p>TELEPHONE NUMBER:.....</p> <p>E-MAIL ADDRESS:.....</p>	
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<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b> CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	..... DATE	

<b>TOTAL NUMBER OF ITEMS OFFERED</b>	<b>TOTAL BID PRICE (‘ALL APPLICABLE TAXES)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	TECHNICAL INFORMATION MAY BE DIRECTED TO:	
CONTACT PERSON	CONTACT PERSON	
TELEPHONE NUMBER	TELEPHONE NUMBER	
FACSIMILE NUMBER	FACSIMILE NUMBER	
E-MAIL ADDRESS	E-MAIL ADDRESS	

## PART B TERMS AND CONDITIONS FOR BIDDING

- 1. BID SUBMISSION:**
  - 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
  - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
  - 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 2. TAX COMPLIANCE REQUIREMENTS**
  - 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
  - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
  - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
  - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

## PA-32: Invitation to Bid

- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.**

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>1</sup> All applicable taxes<sup>1</sup> includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



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

<b>Project title:</b> <i>REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4:MATA TIELE, MALUTI,MT FLETCHER, MACLEAR, CERDAVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI</i>	<b>Reference no:</b>
<b>Tender / Quotation no:</b> MTH16/2022	

**OFFER**

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

**REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4:MATA TIELE, MALUTI,MT FLETCHER, MACLEAR, CERDAVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI**

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

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

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

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

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

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

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

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

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

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

**Tender / Quotation no: MTH16/2022**

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

**SIGNED FOR THE TENDERER:**

Name of representative	Signature
Date	Date

**WITNESSED BY:**

Name of witness	Signature
Date	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 in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:      **Yes**  **No**
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT)
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT)      **Yes**  **No**
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes**  **No**
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)      **Yes**  **No**
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)      **Yes**  **No**

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

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

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

For Internal & External Use

**Tender / Quotation no:** MTH16/2022

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

.....  
 .....

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

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

Fax No .....

Postal address .....

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

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

CIDB Registration Number: .....

**ACCEPTANCE**

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

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

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

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

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

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

**For the Employer:**

Name of signatory	Signature
	Date

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

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



**Tender / Quotation no: MTH16/2022**

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	<b>PRD 11 BUILDING SUTHERLAND STREET MTHATHA</b>

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

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

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

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

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

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

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

Full Name	Identity Number	Name of institution	State

---

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? }  
YES / NO

2.2.1 If so, furnish particulars:  
.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
YES / NO

2.3.1 If so, furnish particulars:  
.....  
.....

### 3 DECLARATION

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

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

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

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**This form has been aligned with SBD4**

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4:MATATIELE, MALUTI,MT FLETCHER, MACLEAR, CERDAVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI
<b>Bid no:</b>	MTH16/2022
	<b>Reference no:</b>

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

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

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

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

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

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

Name of Bidder	Signature	Date
Position		

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

Tender no: MTH16/2022

Name of Tenderer .....  EME'  QSE?  Non EME/QSE (tick applicable box)

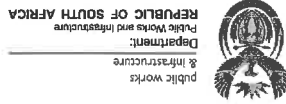
1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

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

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

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

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



Tender no : MTH16/2022

**2. DECLARATION:**

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

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

**Signed by the Tenderer**

Name of representative	Signature	Date

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

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

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

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

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

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

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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

---

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

---

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

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

### RESOLVED that:

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

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

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

---

(Project description as per Bid /Tender Document)

---

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

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

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

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

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

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

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

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)  
 Telephone number: \_\_\_\_\_  
 Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

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

### **RESOLVED that:**

### **RESOLVED that:**

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

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

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

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

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

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

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

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

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

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



PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

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

## PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to ~~Not Exceed~~R50 000 000 (all applicable taxes included) and therefore the...~~80/20~~.....system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.

1.3.1	The maximum points for this bid are allocated as follows:	<b>POINTS</b>
<b>1.3.1.1</b>	<b>PRICE</b>	<b>80</b>
<b>1.3.1.2</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.
- 1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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

## 2. DEFINITIONS

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

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means *the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts,;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:  
**80/20** or **90/10**

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration

P<sub>min</sub> = Comparative price of lowest acceptable bid

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

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

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

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

## 6. BID DECLARATION

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

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

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

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

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

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

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

- 9.1 Name of company/firm .....
- 9.2 VAT registration number .....
- 9.3 Company registration number .....

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited

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 Use

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**9.6 COMPANY CLASSIFICATION**

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

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

**WITNESSES:**

1. ....
2. ....

.....

**SIGNATURE(S) OF BIDDER(S)**

DATE:..... ADDRESS:.....

.....

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

### NOTES:

The purpose of this document is to:

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

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

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

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1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



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

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

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

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

### 6. Patent rights

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

### 7. Performance security

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

### 8. Inspections, tests and analyses

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

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

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

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

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- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

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

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

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

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

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

### 16. Payment

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

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

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

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

### 17. Prices

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- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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

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

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

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

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

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

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

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

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

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### 25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

### 28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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



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**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

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

**34. Prohibition of Restrictive Practices**

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

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

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

Name of Bidder	Signature
	Date

# **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 there from as may be made from time to time under the provisions of the Contract;
- 1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
- 1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;
- 1.1.11. "Day" means a calendar day;
- 1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;
- 1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.



- 1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
  - 1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
  - 1.1.20. "Parties" means the Employer and the Service Provider;
  - 1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
  - 1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
  - 1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
  - 1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
  - 1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
  - 1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
  - 1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.
- 2. INTERPRETATION**
- 2.1. In this Contract, except where the context otherwise requires:
    - 2.1.1 The masculine includes the feminine and the neuter, vice versa;
    - 2.1.2 The singular includes the plural; and vice versa
    - 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
  - 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
  - 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
  - 2.4. The various parts of the Contract are severable and may be interpreted as such.
  - 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
  - 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

### 3. DURATION

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

### 4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

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

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

## 6. SERVICE MANAGER

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

## 7. SECURITY

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

## 8. SECURITY CLEARANCE

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

## 9. CONFIDENTIALITY

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
  - 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or
  - 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
  - 9.2.1 employees, officers and directors of the Service Provider; and
  - 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

## 10. AMBIGUITY IN DOCUMENTS

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

## 11. INSURANCES

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

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

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).

- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data

- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.

- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.

- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

## 13. PROGRAMME

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

- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.



- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.
- 14. SUBCONTRACTING**
- 14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.
- 14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.
- 15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**
- 15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.
- 15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.
- 16. COMPLIANCE WITH LEGISLATION**
- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.
- 17. REPORTING OF INCIDENTS**
- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.

- 17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible
18. **NUISANCE**
- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. **MATERIALS, WORKMANSHIP AND EQUIPMENT**

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

20. **URGENT WORK**

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

21. **INDEMNIFICATIONS**

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

- 21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.
- 21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.
- 22. VARIATIONS**
- 22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.
- 22.2. No variation by the Employer of whatever nature shall vitiate the Contract.
- 22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.
- 22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.
- 22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.
- 22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.
- 22.7. The Additional Services will be valued at the rates in the Pricing Data.
- 23. IDENTIFIED PROJECTS**
- 23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.
- 23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.
- 23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.
- 23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.
- 23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:
- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
  - (b) state the due commencement and completion dates of the relevant Identified Project;
  - (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
  - (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.
- 23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:
- $$V = (Nw - Nn) + (Rw - Rn) \times X$$
- 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  $(Rw - Rn) + X$  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 over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 29. COMPLETION**
- 28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.
- 29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.
- 29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

- 29.3.1 The Guarantee shall be returned, if applicable.
- 29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.
- 30. ASSIGNMENT**
- 30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.
- 30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

**31. INDULGENCES**

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

**32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

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

**33. BREACH OF CONTRACT**

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



- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
- 33.1.3 To suspend further payments to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
- 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
- 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. STOPPAGE AND/OR TERMINATION OF CONTRACT**
- 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
- 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
- 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
- 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
- 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
- 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
- 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
- 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
- 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 34.4 Further, the Contract shall be considered as having been terminated:
- 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
- 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
- 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:



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

### **35. DISPUTE RESOLUTION**

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

### **36. GENERAL**

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

### **37. DOMICILIUM CITANDI ET EXECUTANDI**



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

## DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGEMENT

### CONTRACT DATA FOR REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4:MATA TIELE, MALUTI,MT FLETCHER, MACLEAR, CERDAVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI

Tender no: **MTH16/2022**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Contract Data. Key cross reference clauses are indicated on the left hand side of the document.

PART 1: DATA PROVIDED BY THE EMPLOYER	
CLAUSE	Compulsory Data
1.1.10	The Employer is the Government of the Republic of South Africa, in its Department of Public Works.
36	The Employer chooses the following address where it will receive notices:  Physical Address: <b>PRD 2 building Mthatha 5100</b>  Postal address: <b>Private Bag x 5007 Mthatha 5100</b>  Tel: <b>0124923118</b> Fax: <b>insert fax no</b>
1.1.6	The Contract Period is (total of 30 days from Commencement Date + the Service Period + Transitional Period)
1.1.19	The Service Manager is <b>Kholiswa Notununu</b>
1.1.22	The Service Period is <b>24 months</b>
1.1.24	The Transitional Period is <b>indicate period in months and/or years</b>
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on <b>n/a (insert not applicable if this option is not to be selected)</b>
22.11	The penalty per day shall be five (5) cents per hundred Rand of the agreed cost of the relevant Identified Project.

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26.2.4	<p>The Contract Price is to be adjusted using CPAP indices: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p>Where CPAP is to be used: <b>state base month</b></p> <p>Where CPAP is applicable, the contract value will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the CPAP Indices Application Manual as prepared by the <b>JBCC</b> series 2000, code 2118, dated May 2005 and any amendments thereto, subject to:</p> <ol style="list-style-type: none"> <li>(1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.</li> <li>(2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoist, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>(3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>(4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li> <li>(5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
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<b>PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER</b>	
1.1.20	<p>The Service Provider is</p> <p>_____</p> <p>_____</p> <p><i>(insert name and registration number if applicable)</i></p>
36.	<p>The Service Provider chooses the following address where it will receive notices:</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Postal Address:</p> <p>_____</p> <p>_____</p>

Tel: _____	Fax: _____
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7.	<p>The security to be provided by the Service Provider will be one of the following, as indicated:</p> <p>(1) 2.5% cash deposit <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(2) 2.5% variable guarantee <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(3) retention of 2.5% of the Contract Sum (excluding VAT) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding VAT) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 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.</b></p>
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## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b> REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4:MATATIELE, MALUTI, MT FLETCHER, MACLEAR, CEDARVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI		<b>Tender / quotation no:</b> MTH16/2022	<b>Advertising date:</b> 27/07/2022
<b>Closing date:</b> 18/08/2022	<b>Validity period:</b> 84 days		

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

#### 1.1. Current projects

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

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 20 September 2021

1.2. Completed projects

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

Name of Tenderer	Signature	Date



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

<b>Project title:</b>	<b>REPAIRS, MAINTENANCE, REPLACEMENT OF PLUMBING FOR A PERIOD OF 24 MONTHS: AREA 4:MATATIELE, MALUTI,MT FLETCHER, MACLEAR, CERDAVILLE, MT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MT FRERE, ELANDSHEIGHT, LUKHOLWENI</b>	
<b>Tender no:</b>	MTH16/2022	<b>Reference no:</b>

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

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

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

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

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

Name of Tenderer	Signature	Date
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public works

Department:  
REPUBLIC OF SOUTH AFRICA

PA-30.1: **PRICING SCHEDULE - FIRM PRICES**

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number: MTH16/2022
Closing Time 11:00 on 18 August 2022

OFFER TO BE VALID FOR 84 CALENDER DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**\*Delete if not applicable** **THIS FORM IS ALIGNED WITH SBD 3.1**





Tender no: **MTH16/2022**

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

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

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

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

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

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

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	42 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no: **MTH16//2022**

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

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
<p>a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)</p>	<p>Copies of the Founding Statement – CK1</p>
<p>b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].</p>	<p>Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.</p>
<p>c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).</p>	<p>Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).</p>
<p>d. A profit company duly registered as a public company.</p>	<p>Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.</p>
<p>e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).</p>	<p>Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.</p>
<p>f. A natural person, sole proprietor or a Partnership</p>	<p>Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.</p>
<p>g. A Trust</p>	<p>Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.</p>

**Signed by the Tenderer:**

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



public works  
& infrastructure

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

# HEALTH AND SAFETY SPECIFICATION

## MANAGED BY THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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<b>1. PREAMBLE</b>	

In terms of Construction Regulation 5(1)(b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made thereunder. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal

compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

## **2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

## **3. PURPOSE**

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his

/her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6, 7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

**4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.**

**“Purpose of the Act”** – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**“Health & Safety Specification”** – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

**“Health & Safety Plan”** – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

**“Agent”** – means any person who acts as a representative for a client;

**“Client”** – means any person for whom construction work is performed;

**“Construction Health & Safety Agent (SACPCMP)”** – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

**“Construction Work”** is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“Contractor”** – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Contract Amount”** Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

**“Practical Completion Certificates”** A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of

readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

**“Accident”** – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

**“Hazard”** – means anything including work activities and practices with the potential to cause harm;

**“Risk”** – means the likelihood that harm will occur and the subsequent consequences.

**“Risk assessment”** – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

**Health and Safety File”** – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

## **5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### **5.1 Structure and Organization of OH&S Responsibilities**

#### **5.1.1. Overall Supervision and Responsibility for OH&S**

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(i), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

**5.1.2 Required appointments as per the Construction Regulations:-**

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	8(7)	Construction supervisor	Contractor
9.	8(8)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.			

12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	16(2)	Scaffold supervisor	Contractor
21.	17(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

## 5.2 **Communication, Participation & Consultation**

5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client



and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## **6. INTERPRETATION**

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

## **7. RESPONSIBILITIES**

### **7.1 Client**

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
  - have failed to implement or maintain their health and safety plan;
  - have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

## **7.2 Principal Contractor**

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction

Regulations or any Regulations proclaimed under the Act or which may be perceivable be applicable to this contract.

- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

### **7.3 Contractor**

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

### **7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP)**

The construction Health & Safety Agent act as a link between the client, Principal

Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered

from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

## **8. SCOPE OF WORK**

## **9. PREPARING A HEALTH & SAFETY PLAN**

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The principal contractor should prepare a H&S plan that includes
  - project information;
  - client requirements for H&S management on the project; Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.
- (d) The H&S plan should include the following information:
  - details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
  - details of the principal contractor;
  - details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
  - details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
  - details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.
- (e) The H&S plan should also include information on:
  - the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
  - the safe use and storage of plant;
  - the development of a construction project traffic management plan;

- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

## **10. HEALTH AND SAFETY FILE**

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(1) (b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed

over to the Client and/or its Agent on its behalf at the time of completion of the project.

## **11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE**

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

### **11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

#### **11.1.1 Monthly Audit by Client and/or its Agent.**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible

recommendations made by that committee to the Employer for reference purposes.

### **11.1.2 Health & Safety incident/accident reporting & investigations**

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
- i. dies
  - ii. becomes unconscious
  - iii. loses a limb or part of a limb
  - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
- ii. the health or safety of any person was endangered
- iii. where a dangerous substance was spilled
- iv. the uncontrolled release of any substance under pressure took place
- v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".



d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

(e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

(f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

(g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

(h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

- Determine the underlying H&S deficiencies and other contributory factors
- Identification of corrective/preventative actions and continual improvement
- Communicating the outcome/results and documenting the events of the investigation.

**(i) Reporting Of Near-Misses**

- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

## **12. Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

### **12.1 Site Rules and other Restrictions**

#### **a) Site OH&S Rules**

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

#### **b) Security Arrangements**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

### **12.1.1 Appointment of Health & Safety Representatives**

#### **a) H&S Representatives('SHE – Reprs')**

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

### **12.1.2 Duties and Functions of the H&S Representatives**

- The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

### **12.1.3 Establishment of H&S Committee(s)**

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.

- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

#### **12.1.4 Training & Awareness**

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

##### **a) *Training & Induction***

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

##### **b) *Site Specific Induction Training***

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

### ***c) Other Training***

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

## **13. PROJECT/SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- a) Clearing & grabbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with COVID-19, HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 4	Notice of carrying out Construction work	<ul style="list-style-type: none"> <li>Department of Labour notified</li> <li>Copy of Notice available on Site</li> </ul>
General Admin. Regulation 4	Copy of OHS Act (Act 85 of 1993)	<ul style="list-style-type: none"> <li>Updated copy of Act &amp; Regulations on site.</li> <li>Readily available for perusal by employees.</li> </ul>
COVID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> <li>Written proof of registration/Letter of good standing available on Site</li> </ul>
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> <li>H&amp;S Spec received from Client and/or its Agent on its behalf</li> <li>OH&amp;S programme developed &amp; Updated regularly</li> </ul>
Construction. Regulation 9	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> <li>Hazard Identification carried out/Recorded</li> <li>Risk Assessment and – Plan drawn up/Updated</li> <li>RA Plan available on Site</li> <li>Employees/Sub-Contractors informed/trained</li> </ul>
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> <li>Responsibility of complying with the OH&amp;S Act assigned to other persons/ by CEO.</li> </ul>
Construction. Regulation 8(7)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> <li>Competent person appointed in writing as Construction Supervisor with job description</li> </ul>
Construction. Regulation 8(8)	Designation of Assistant for above	<ul style="list-style-type: none"> <li>Competent person appointed in writing as Assistant Construction Supervisor with job description</li> </ul>
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> <li>More than 20 employees - one H&amp;S Representative, one additional H&amp;S Rep. for each 50 employees or part thereof.</li> <li>Designation in writing, period and area of responsibility specified in terms of GAR 6 &amp; 7</li> <li>Meaningful H&amp;S Rep. reports.</li> <li>Reports actioned by Management.</li> </ul>

<ul style="list-style-type: none"> <li>• H&amp;S Committee/s established.</li> <li>• All H&amp;S Reps shall be members of H&amp;S Committees</li> <li>• Additional members are appointed in writing.</li> <li>• Meetings held monthly, Minutes kept.</li> <li>• Actioned by Management.</li> </ul>	<ul style="list-style-type: none"> <li>• Written agreement with (Sub-)Contractors</li> <li>• List of SubContractors displayed.</li> <li>• Proof of Registration with Compensation Insurer/Letter of Good Standing</li> <li>• Construction Supervisor designated</li> <li>• Written arrangements re.</li> <li>• H&amp;S Reps &amp; H&amp;S Committee</li> <li>• Written arrangements re. First Aid</li> </ul>	<ul style="list-style-type: none"> <li>• Reporting of Incidents (Dept. of Labour)</li> <li>• All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf</li> <li>• Cases of Occupational Disease Reported</li> <li>• Copies of Reports available on Site</li> <li>• Record of First Aid injuries kept</li> </ul>	<ul style="list-style-type: none"> <li>• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.</li> <li>• Copies of Reports (Annexure 1) available on Site</li> <li>• Tabled at H&amp;S Committee meeting</li> <li>• Action taken by Site Management.</li> </ul>	<ul style="list-style-type: none"> <li>• Competent person appointed to draw up the Fall Protection Plan</li> <li>• Proof of appointees competence available on Site</li> <li>• Risk Assessment carried out for work at heights</li> <li>• Fall Protection Plan drawn up/updated</li> <li>• Available on Site</li> </ul>	<ul style="list-style-type: none"> <li>• Cranes &amp; Lifting Machines Equipment</li> <li>• Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment</li> <li>• Written Proof of Competence of above appointee available on Site.</li> <li>• Cranes &amp; Lifting tackle identified/numbered</li> </ul>
<p><b>Health &amp; Safety Committees</b></p>	<p>Section 37(1) &amp; (2)</p>	<p>Section 24 &amp; General Admin. Regulation 8            COVID Act Sect.38, 39 &amp; 41</p>	<p>General Admin. Regulation 9</p>	<p>Construction. Regulation 10</p>	<p>Construction Regulation 22 &amp; Driven Machinery Regulations 18</p>

<ul style="list-style-type: none"> <li>• Register kept for Lifting Tackle</li> <li>• Log Book kept for each individual Crane</li> <li>• Inspection: - All cranes - <b>daily by operator</b></li> <li>• - Tower Cranes/ - <b>after erection/monthly</b></li> <li>• - Other cranes - <b>annually by comp. person</b></li> <li>• - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</li> </ul>		<p>General Safety Regulation 8(1)(a)</p>
<ul style="list-style-type: none"> <li>• Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage</li> <li>• Written Proof of Competence of above appointee available on Site</li> </ul>	<p><b>Designation of Stacking &amp; Storage Supervisor.</b></p>	<p>Construction Regulation 29 Environmental Regulation 9</p>
<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated to coordinate emergency contingency planning and execution and fire prevention measures</li> <li>• Emergency Evacuation Plan developed:</li> <li>• Drilled/Practiced</li> <li>• Plan &amp; Records of Drills/Practices available on Site</li> <li>• Fire Risk Assessment carried out</li> <li>• All Fire Extinguishing Equipment identified and on <b>register</b>.</li> <li>• Inspected weekly. Inspection Register kept</li> <li>• Serviced annually</li> </ul>	<p><b>Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b></p>	<p>General Safety Regulation 3</p>
<ul style="list-style-type: none"> <li>• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</li> <li>• First Aid freely available</li> <li>• Equipment as per the list in the OH&amp;S Act.</li> <li>• One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</li> <li>• List of First Aid Officials and Certificates</li> <li>• Name of person/s in charge of First Aid boxes displayed.</li> <li>• Location of First Aid boxes clearly indicated.</li> <li>• Signs instructing employees to report all</li> <li>• Injuries/illness including first aid injuries</li> </ul>	<p><b>First Aid</b></p>	<p>General Safety Regulation 2</p>
<ul style="list-style-type: none"> <li>• PSE Risk Assessment carried out</li> <li>• Items of PSE prescribed/use enforced</li> </ul>	<p><b>Personal Safety Equipment (PSE)</b></p>	



<ul style="list-style-type: none"> <li>Records of issue kept</li> <li>Undertaking by Employee to use/wear PSE</li> <li>PSE remain property of Employer, not to be removed from premises</li> </ul>		
<ul style="list-style-type: none"> <li>Competent Person/s with specific knowledge and experience designated to inspect Electric Arc, Gas Welding and Flame Cutting Equipment</li> <li>Written Proof of Competence of above appointee available on Site</li> <li>All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately</li> <li>Equipment identified/numbered and entered into a register</li> <li>Equipment inspected weekly. Inspection Register kept</li> <li>Separate, purpose made storage available for full and empty vessels</li> </ul>	<p><b>Inspection &amp; Use of Welding/Flame Cutting Equipment</b></p>	<p>General Safety Regulation 9</p>
<ul style="list-style-type: none"> <li>Competent person appointed in writing to inspect Ladders</li> <li>Ladders inspected at arrival on site and weekly thereafter. Inspections register kept</li> <li>Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</li> </ul>	<p><b>Inspection of Ladders</b></p>	<p>General Safety Regulation 13A</p>
<ul style="list-style-type: none"> <li>Competent person appointed in writing to supervise the erection &amp; inspection of Ramps. Inspection register kept.</li> <li>Daily inspected and noted in register</li> </ul>	<p><b>Ramps</b></p>	<p>General Safety regulation 13B</p>

## **15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES**

- The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

## **16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES**

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

## 17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Creation of openings in walls
- Dust
- Construction of brick wall
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
- Angle grinder
- Electric Drilling Machine
- Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, and staff of the client
- Working at heights
- Working in confined spaces
- Hot works i.e. welding, flame cutting etc.
- Excavation work

**This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.**

## **18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR Legal Framework**

### Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4<sup>th</sup> October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

## **19. HOUSEKEEPING**

Good housekeeping will be maintained at all times as per Construction Regulation No. 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be

impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

**NOTE:** No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

**a) Facilities**

The site establishment plan shall make provision for:

**b) Dining room facilities**

The contractor shall make provision for adequate dining room facilities for his employees on site.

**c) Change rooms**

The contractor shall make provision for adequate change rooms for his employees on site.

**d) Ablution facilities**

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

**e) Smoking Areas**

Designated smoking areas shall be established by Department of Public Works.

#### **f) Drinking Water Facilities**

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

#### **g) Equipment Compliance Certificates**

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

#### **h) Barricading**

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

#### **i) Erection of Structures for Logistic Support**

Prior to site establishment Department of Public Works shall approve the contractor's site plan.

Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

#### **j) Salvage Yard Management**

Depending on the site specific arrangements and procedures, Department of Public Works may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

**k) Fall Arrest and Prevention Equipment**

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

**l) Hazardous Chemical Substances Waste Removal**

Department of Public Works shall provide a facility to collect all hazardous chemical waste material.

The contractor shall provide adequately marked and sealable containers to transport The hazardous chemical waste from the source to the approved Department of Public Works disposal point.

**m) Personal Protective Equipment (PPE)**

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

**20. LOCKOUT SYSTEMS**

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

**21. IMPORTANT LISTS AND RECORDS TO BE KEPT**

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

**a) Contractor Risk Assessment Process**

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
  - i. Transportation of passengers and goods to and from site
  - ii. Site establishment
  - iii. Physical and mental capabilities of employees
  - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
  - i. the quarterly review of all applicable risk assessments
  - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
  - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

**b) Risk Profile**

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

**c) Risk Based Inspection Program**



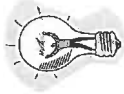



The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.



# IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water Electricity		
	Police		
	Fire Brigade		
	Engineer		

**ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.**

**SECTION 37(2) AGREEMENTS  
CONCLUDED BETWEEN  
DEPARTMENT OF PUBLIC WORKS**

(Hereinafter referred to as Department of Public Works)

**AND**

**(Name of contractor/supplier/Agent/)**

I, .....[  
(name)representing ..... [insert name of  
contractor/supplier], do hereby acknowledge that .....  
[insert name of contractor/supplier] is an employer in his/her own right, with duties as prescribed in  
the Occupational Health and Safety Act No. 85 of 1993 (“the Act”), as amended, and agree to ensure  
that all work will be performed and/or machinery or plant used in accordance with the provisions of  
the Act.

I undertake that ..... [insert name of contractor/supplier]  
shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the  
Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service .....[insert  
brief details of project/service, for example, name, contract/project number]  
.....and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between  
..... [insert name of contractor/supplier/Agent  
**Safety Manager/Safety Officer**] and Department of Public Works, which will ensure compliance  
by ..... [insert name of contractor/supplier] with the  
provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification,  
or waiver of any of the provisions of this agreement or consent to any departure from these shall,  
in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and  
such variation, modification, waiver, or consent shall be effective only in the specific instance and  
for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this ..... day of ..... 20 ..... at

..... (Place)

(Full name)..... (Signature) .....on

behalf of ..... (Supplier/contractor/Agent)

**Contractor Responsible Manager** (responsible for signing the Department of Public Works' contract on behalf of the contractor)

Witnesses

1. ....
2. ....

Signed this ..... day of .....20.....

at ..... (Place)

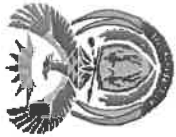
(Full name)..... (Signature).....on

**Behalf of Department of Public Works.**  
**(Contracts and/or Project Manager or Department of Public Works representative)**

Witnesses

1. ....
2. ....





public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## THE TRAVELLING KM WILL MEASURED FROM THE CENTRE TOWN AS FOLLOWS

AREA	CENTRE TOWN
1	MTHATHA
2	BUTTERWORTH
3	FLAGSTAFF
4	MATATIELE
5	ALIWAL NORTH

**SECTION C 2.2**  
**RATES SCHEDULES**

**SECTION 2.2**  
**RATES SCHEDULES**

Item	Description	Unit	Qty	Rate	Amount
	<b>REMOVAL OF EXISTING WORK</b>				
	<b>Wall ceramic tiles or floor ceramic or porcelain tiles</b>				
	<b>Hack off/up and removing ceramic tiles from plastered wall to locate burst pipe clean up and wet thoroughly to prepare surface to receive new ceramic plaster. (new ceramic tiles measured elsewhere)</b>				
1	Ceramic tiles from brick wall	m <sup>2</sup>	1		
2	Ditto but in narrow width not exceeding 300mm wide	m	1		
3	Hack off/up and remove ceramic or porcelain floor tiles from concrete slab to locate burst pipe and reinstate with new to match the existing. (floor tiles measured elsewhere)	m <sup>2</sup>	1		
	<b>Vinyl tiles</b>				
4	Hack off/up and remove vinyl tiles from plastered wall to locate burst pipe and reinstate with new to match the existing	m <sup>2</sup>	1		
5	Hack off/up and remove vinyl floor tiles from concrete slab to locate burst pipe and reinstate with new to match the existing. (vinyl floor tiles measured elsewhere)	m <sup>2</sup>	1		
6	Hack off/up and remove vinyl sheeting from concrete slab to locate burst pipe and reinstate with new to match the existing. (vinyl sheeting measured elsewhere)	m <sup>2</sup>	1		
	<b>Plastering</b>				
	<b>Hack off/up and removing plaster to locate burst pipe clean up and wet thoroughly to prepare surface to receive new plaster. (New plaster measured elsewhere)</b>				
7	Cement plaster from walls	m <sup>2</sup>	1		
8	Ditto but in narrow width not exceeding 300mm wide	m	1		
9	Hack off/up and remove plaster screed on concrete slab/surface bed to locate burst pipe and reinstate with new to match the existing. (plaster screed measured elsewhere)	m <sup>2</sup>	1		
	<b>Concrete, formwork and reinforcement</b>				
	<b>Hack off/up strip unreinforced concrete to expose burst pipes in bases, surface bed etc. and remove excessive material to a site located by a contractor (new concrete surface bed elsewhere measured)</b>				
10	Concrete surface bed	m <sup>3</sup>	1		
11	Expansion joints filled with soft board/joint ax	m	1		
	<b>Add item no 1 – 11 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>Hack off/up plastered screed and strip reinforced concrete to expose burst pipes in bases, surface bed etc. and remove excessive material to a site located by a contractor</b>				
12	Plastered screed on top of surface bed	m <sup>2</sup>	1		
13	Concrete surface bed	m <sup>3</sup>	1		
14	Expansion joints filled with soft board/joint ax	m	1		
	<b>Hack off/up to expose inspection eye, rodding eye manhole from encased concrete</b>				
15	Catch pit, 450mm long x 450mm wide	no	1		
16	Chamber, 600mm long x 450mm wide	no	1		
17	Chamber, 900mm long x 600mm wide	no	1		
18	Manhole, 600mm long x 450mm wide	no	1		
19	Manhole, 900mm long x 600mm wide	no	1		
	<b>ROADS AND PARKING ETC.</b>				
	<b>Cut off and remove, existing asphalt layer to expose burst sewer/water supply pipes etc. cart away excessive material to site located by contractor. (cart away measured elsewhere)</b>				
20	32 mm thick (after compaction) bituminous surface, 150mm base course and prepare sub-base	m <sup>2</sup>	1		
21	Ditto – but without base course and sub-base base course and prepared sub-base	m <sup>2</sup>	1		
22	25 mm thick (after compaction) bituminous surface including 150mm base course and prepare sub-base	m <sup>2</sup>	1		
23	Ditto – but without base course and sub-base	m <sup>2</sup>	1		
24	80-100mm interlocking road stones/cobbles including 150 mm course and prepare sub-base	m <sup>2</sup>	1		
25	75mm consolidated gravel surface	m <sup>3</sup>	1		
26	Ditto but in narrow width not exceeding 300mm wide	m <sup>2</sup>	1		
	<b>EARTHWORKS</b>				
	<b>Excavate in earth for surface trenches not exceeding 2m deep below natural ground level, including the closing down of sewer/water supply pipe and allowance for extension of pipes of existing drainage as per instruction/ order to carry out the work</b>				
27	Trenches	m <sup>3</sup>	1		
28	Holes	m <sup>3</sup>	1		
	<b>Add item no 12 – 28 and carried forward the total to the summary page</b>				



Item	Description	Unit	Qty	Rate	Amount
	<b>Extra over trenches and holes excavations in earth for excavations in</b>				
29	Soft rock	m <sup>3</sup>	1		
30	Hard rock	m <sup>3</sup>	1		
	<b>Extra over all excavations for carting away</b>				
31	Surplus material from excavations and/or stock piles to be carted away from site to a dumping zone located by contractor. The disposal shall be in an environmentally acceptable manner that does not violate local rules and regulations.	m <sup>3</sup>	1		
	<b>Risk of collapse of excavations</b>				
32	Sides of trenches and holes excavations not exceeding 1,5m deep	m <sup>2</sup>	1		
	<b>Keeping excavations free from water</b>				
33	No water is allowed to accumulate in any portion of the excavation	Item			
	<b>Compaction</b>				
	<b>Compaction of ground surface, under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material from excavated material where necessary and compacting to 100% Mod AASHTO density.</b>				
34	Trenches	m <sup>3</sup>	1		
35	Holes	m <sup>3</sup>	1		
	<b>Backfill</b>				
	<b>After test results received from approved laboratory and pass compaction test, then backfilling to trenches and holes shall commence.</b>				
	<b>Backfill to trenches and holes with clean, dry earth filling from the excavated material, free from clay, in making up levels, etc. watered and well rammed in 150mm depth and compacted to 95% Mod AASHTO</b>				
	<b>Allow 50mm layer of clean dry sand spread and levelled over compacted surface to receive new underground piping.</b>				
36	Backfilling of trenches with earth filing	m <sup>3</sup>	1		
37	Backfilling of Holes with earth filling	m <sup>3</sup>	1		
38	Allow 50mm sand bedding to trenches	m <sup>3</sup>	1		
39	Allow 50mm sand bedding to holes	m <sup>3</sup>	1		
	<b>Add item no 29 – 39 and carried forward the total to the summery page</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>PLUMBING AND DRAINAGE</b>				
	<b>REPLACE DAMAGED PIPE WITH COPPER PIPE ABOVE GROUND</b> Remove and replace damaged/leaking pipes with new SABS approved water supply copper pipes above ground level and in walls fastened with clips, holder pats etc. including all necessary fittings, accessories (fittings elsewhere measured)				
40	15mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
41	22mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
42	28mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
43	35mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
44	40mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
	<b>REPLACE DAMAGED PIPE WITH COPPER PIPE BELOW GROUND</b> Remove and replace damaged/leaking pipes with new SABS approved water supply copper tubing /water piping below ground level including all necessary fittings, accessories (fittings elsewhere measured), allow excavation, backfill and compaction (elsewhere measured)				
45	15mm Diameter pipe	m	1		
46	22mm Diameter pipe	m	1		
47	28mm Diameter pipe	m	1		
48	35mm Diameter pipe	m	1		
49	40mm Diameter pipe	m	1		
	<b>Add item no 40 – 49 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>REPLACE DAMAGED PIPE WITH GALVANISED MILD STEEL PIPE ABOVE GROUND</b>  Remove and replace damaged/leaking pipes with new SABS approved water supply galvanized mild steel pipe above ground level in walls and fastened with clips, holder bats etc. including all necessary fittings, accessories (fittings elsewhere measured)				
50	15mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
51	20mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
52	25mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
53	32mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
54	40mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
55	50mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
56	65mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
57	80mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
58	100mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
	<b>REPLACE DAMAGED PIPE WITH GALVANISED MILD STEEL PIPE BELOW GROUND</b>  Remove and replace damaged/leaking pipes with new SABS approved water supply galvanized mild steel tubing/water piping below ground level including all necessary fittings, accessories (fittings elsewhere measured) allow excavation, backfill and compaction (elsewhere measured)				
59	15mm Diameter pipe	m	1		
60	20mm Diameter pipe	m	1		
61	25mm Diameter pipe	m	1		
	<b>Add item no 50 – 61 and carried forward the total to the summery page</b>				

Item	Description	Unit	Qty	Rate	Amount
62	32mm Diameter pipe	m	1		
63	40mm Diameter pipe	m	1		
64	50mm Diameter pipe	m	1		
65	65mm Diameter pipe	m	1		
66	80mm Diameter pipe	m	1		
67	100mm Diameter pipe	m	1		
	<b>REPLACE DAMAGE PIPE WITH POLYCOP PIPE ABOVE GROUND</b> Remove and replace damaged/leaking pipes with new SABS approved Polly cop water tubing/piping above ground level in walls and fastened with clips, holderbats etc. including all necessary fittings, accessories (fittings elsewhere measured)				
68	15mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
69	22mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
70	28mm Diameter pipe fixed to walls, ceiling, floor, in walls etc.	m	1		
71	32mm Diameter pipe fixed to walls, ceilings, floors, in walls etc.	m	1		
72	40mm Diameter pipe fixed to walls, ceilings, floors, in walls etc.	m	1		
	<b>REPLACE DAMAGED PIPE WITH POLYCOP PIPES BELOW GROUND</b> Remove and replace damaged/leaking pipes with new SABS approved water supply polycop tubing/water piping below ground level including all necessary fittings, accessories (fittings elsewhere measured) allow excavation, backfill and compaction (elsewhere measured)				
	<b>Add item no 62 – 72 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
73	15mm Diameter pipe	m	1		
74	22mm Diameter pipe	m	1		
75	28mm Diameter pipe	m	1		
76	32mm Diameter pipe	m	1		
77	40mm Diameter pipe	m	1		
	<b>REPLACE DAMAGED PIPE WITH HIGH DENSITY POLYETHYLENE WATER PIPE ABOVE GROUND</b> Remove and replace damaged/leaking pipes with new SABS approved polyethylene water tubing/piping above ground level in walls and fastened with clips, holderbats etc. including all necessary fittings, accessories (fittings elsewhere measured)				
78	15mm Diameter pipe fixed to walls, ceiling, floor, etc.	m	1		
79	20mm Diameter pipe fixed to walls, ceiling, floor, etc.	m	1		
80	25mm Diameter pipe fixed to walls, ceiling, floor, etc.	m	1		
81	32mm Diameter pipe fixed to walls, ceiling, floor, etc.	m	1		
82	40mm Diameter pipe fixed to walls, ceiling, floor, etc.	m	1		
83	50mm Diameter pipe fixed to walls, ceiling, floor, etc.	m	1		
84	65mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
85	80mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
86	100mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
	<b>Add item no 73– 86 and carried forward the total to the summery page</b>				

	Description	Unit	Qty	Rate	Amount
	<b>REPLACE DAMAGED PIPE WITH HIGH DENSITY POLYETHYLENE WATER PIPE BELOW GROUND</b> Remove and replace damaged/leaking pipes with new SABS approved water supply high density polyethylene water tubing/piping below ground level including all necessary fittings, accessories (fittings elsewhere measured) allow excavation, backfill and compaction (elsewhere measured)				
87	20mm Diameter	m	1		
88	25mm Diameter	m	1		
89	32mm Diameter	m	1		
90	40mm Diameter	m	1		
91	50mm Diameter	m	1		
92	65mm Diameter	m	1		
93	80mm Diameter	m	1		
94	100mm Diameter	m	1		
	<b>Repair Burst Galvanised mild steel pipes with Johnson quick coupler or similar approved (above and below ground</b>				
95	15mm Diameter pipe	m	1		
96	20mm Diameter pipe	m	1		
97	25mm Diameter pipe	m	1		
98	32mm Diameter pipe	m	1		
99	40mm Diameter pipe	m	1		
	<b>Add item no 87 – 99 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
100	50mm Diameter pipe	m	1		
101	65mm Diameter pipe	m	1		
102	80mm Diameter pipe	m	1		
103	100mm Diameter pipe	m	1		
	<b>Extra over copper pipes for capillary type fittings (above and underground)</b>				
104	15mm Fittings	No	1		
105	22mm Fittings	No	1		
106	28mm Fittings	No	1		
107	35mm Copper to iron adaptor	No	1		
108	35mm End cap	No	1		
109	35 x 15mm Reducer	No	1		
110	35 x 22mm Reducer	No	1		
111	35 x 28mm Reducer	No	1		
112	35mm Bend	No	1		
113	35mm Tee	No	1		
114	42mm Copper to iron adaptor	No	1		
115	42mm End cap	No	1		
116	42 x 15mm Reducer	No	1		
	<b>Add item no 100 – 116 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
117	42 x 22mm Reducer	No	1		
118	42 x 28mm Reducer	No	1		
119	42 x 35mm Reducer	No	1		
120	42mm Bend	No	1		
121	42mm Tee	No	1		
122	54mm Copper to iron adaptor	No	1		
123	54mm End cap	No	1		
124	54 x 15mm Reducer	No	1		
125	54 x 22mm Reducer	No	1		
126	54 x 28mm Reducer	No	1		
127	54 x 35mm Reducer	No	1		
128	54 x 42mm Reducer	No	1		
129	54mm Bend	No	1		
130	54mm Tee	No	1		
131	67mm Copper to iron adaptor	No	1		
132	67mm End cap	No	1		
133	67 x 28mm Reducer	No	1		
134	67 x 35mm Reducer	No	1		
135	67 x 42mm Reducer	No	1		
	<b>Add item no 117– 135 and carried forward the total to the summary page</b>				



Item	Description	Unit	Qty	Rate	Amount
136	67 x 54mm Reducer	No	1		
137	67mm Bend	No	1		
138	67mm Tee	No	1		
139	76mm Copper to iron adaptor	No	1		
140	76mm End cap	No	1		
141	76 x 35mm Reducer	No	1		
142	76 x 42mm Reducer	No	1		
143	76 x 54mm Reducer	No	1		
144	76 x 67mm Reducer	No	1		
145	76mm Bend	No	1		
146	76mm Tee	No	1		
	<b>Extra over copper pipes for brass compression type fittings (above and underground)</b>				
147	15mm Fittings	No	1		
148	22mm Fittings	No	1		
149	28mm Fittings	No	1		
150	35mm Copper to iron adaptor	No	1		
151	35mm Bush	No	1		
152	35mm Bend	No	1		
153	35mm Tee	No	1		
	<b>Add item no 136 – 153 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
154	42mm Copper to iron adaptor	No	1		
155	54mm Copper to iron adaptor	No	1		
156	67mm Copper to iron adaptor	No	1		
157	76mm Copper to iron adaptor	No	1		
	<b>Extra over galvanised mild steel pipes for fittings (above and underground)</b>				
158	15mm Fittings	No	1		
159	20mm Fittings	No	1		
160	25mm Fittings	No	1		
161	32mm Barrel nipple	No	1		
162	32mm Plug	No	1		
163	32mm Bush	No	1		
164	32mm Bend	No	1		
165	32mm Tee	No	1		
166	40mm Barrel nipple	No	1		
167	40mm Plug	No	1		
168	40mm Bush	No	1		
169	40mm Bend	No	1		
170	40mm Tee	No	1		
171	50mm Barrel nipple	No	1		
	<b>Add item no 154 – 171 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
172	50mm Bend	No	1		
173	50mm Plug	No	1		
174	50mm Bush	No	1		
175	50mm Tee	No	1		
176	65mm Barrel nipple	No	1		
177	65mm Plug	No	1		
178	65mm Bush	No	1		
179	65mm Bend	No	1		
180	65mm Tee	No	1		
181	80mm Barrel nipple	No	1		
182	80mm Plug	No	1		
183	80mm Bush	No	1		
184	80mm Bend	No	1		
185	80mm Tee	No	1		
186	100mm Barrel nipple	No	1		
187	100mm Plug	No	1		
188	100mm Bush	No	1		
189	100mm Bend	No	1		
190	100mm Tee	No	1		
	<b>Add item no 172- 190 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>Extra over Polycop pipe for brass compression fittings (above and underground)</b>				
191	15mm Fittings	No	1		
192	22mm Fittings	No	1		
193	28mm Fittings	No	1		
	<b>Water piping fittings</b>				
	<b>Provide and install sundry galvanised mild steel fittings (excluding fittings replaced with length of pipe) for above and underground</b>				
194	20mm Barrel nipple	No	1		
195	25mm Barrel nipple	No	1		
196	25mm Plug	No	1		
197	20mm Socket	No	1		
198	25mm Socket	No	1		
199	50mm Socket	No	1		
200	65mm Socket	No	1		
201	80mm Socket	No	1		
202	100mm Socket	No	1		
203	20mm Bend	No	1		
204	25mm Bend	No	1		
205	20mm Tee	No	1		
	<b>Add item no 191 – 205 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
206	25mm Tee or reducing tee	No	1		
	<b>Extra over class 6 and class 12 HDPE pipe for plasson compression fittings</b>				
207	15mm Fittings	No	1		
208	22mm Fittings	No	1		
209	28mm Fittings	No	1		
210	32mm Bend	No	1		
211	32mm Reducer	No	1		
212	32mm Tee	No	1		
213	40mm Bend	No	1		
214	40mm Reducer	No	1		
215	40mm Tee	No	1		
216	50mm Bend	No	1		
217	50mm Reducer	No	1		
218	50mm Tee	No	1		
219	65mm Bend	No	1		
220	65mm Reducer	No	1		
221	65mm Tee	No	1		
222	80mm Bend	No	1		
223	80mm Reducer	No	1		
	<b>Add item no 206 – 223 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
224	80mm Tee	No	1		
225	100mm Bend	No	1		
226	100mm Reducer	No	1		
227	100mm Tee	No	1		
	<b>Concrete, Formwork and Reinforcement</b>				
	<b>Reinforced concrete in surface bed, holes, in bases and excavated trenches etc. (Reinforcement and dpc elsewhere measured)</b>				
228	10Mpa/19mm concrete	m <sup>3</sup>	1		
229	15Mpa/19mm concrete	m <sup>3</sup>	1		
230	20Mpa/19mm concrete	m <sup>3</sup>	1		
231	25Mpa/19mm concrete	m <sup>3</sup>	1		
232	30Mpa/19mm concrete	m <sup>3</sup>	1		
	<b>PRE-STRESSED CONCRETE</b>				
	<b>Provide and lay in position approved pre-cast concrete municipal paving, slabs, pattern material to match the existing in all aspects.</b>				
233	Paving slabs	m <sup>2</sup>	1		
	<b>Provide and lay in position approved Pre-cast concrete municipal rainwater channel</b>				
234	Storm water channel	m	1		
	<b>Provide and lay in position approved pre-cast concrete municipal road kerb.</b>				
235	Side road kerb	m	1		
	<b>Add Item no 224– 235 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>REINFORCEMENT</b>				
	<b>High tensile steel welded mesh:</b>				
236	Mesh wire Ref. 395.	m <sup>2</sup>	1		
	<b>SERVICING, CLEANING AND REPAIR OF BLOCKAGE</b>				
	<b>Servicing, cleaning and repair of domestic water and drainage pipe installation.</b>				
237	Unblock and clean pipework including fitting, 50mm diameter pipe	m	1		
238	Unblock and clean pipework including fitting, 100mm diameter pipe	m	1		
239	Unblock and clean pipework including fittings, 110mm diameter pipe	m	1		
240	Unblock and clean P-traps	No	1		
241	Unblock and clean gully	No	1		
242	Repair damaged gully	No	1		
243	Replace damaged gully with pre-cast concrete gully.	No	1		
244	Replace missing or broken gully grating	No	1		
245	Replace missing or broken cleaning eye marked cover	No	1		
246	Remove cast iron vent pipes, make good roofing and replace vent pipe with uPVC pipe and vent cowl including reducer where necessary	No	1		
247	Replace missing or broken vent valve for air vent.	No	1		
248	Replace missing or broken inspection eye cover.	No	1		
	<b>Unblocking of storm water pipes</b>				
249	Unblock and clean storm water pipe, 150mm diameter	No	1		
	<b>Add item no 236 – 249 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
250	Unblock and clean storm water pipe, 300mm diameter	No	1		
251	Unblock and clean storm water pipe, 450mm diameter	No	1		
252	Unblock and clean storm water pipe, 525mm diameter	No	1		
253	Unblock and clean storm water pipe, 600mm diameter	No	1		
	<b>Unblocking of sewer pipes (using rods)</b>				
254	Unblock and clean sewer line using rods for a distance not exceeding 50m between inspection chambers/rodding eyes/manholes	No	1		
255	Unblock and clean sewer line using rods for a distance exceeding 50m and not exceeding 100m between inspection chambers/rodding eyes/manholes	No	1		
256	Unblock and clean sewer line using rods for a distance exceeding 100m and not exceeding 150m between inspection chambers/rodding eyes/manholes	No	1		
257	Unblock and clean sewer line using rods for a distance exceeding 150m and not exceeding 200m between inspection chambers/rodding eyes/manholes	No	1		
	<b>Unblocking of sewer pipes (using high pressure cleaning system)</b>				
258	Unblock and clean sewer line using high pressure cleaning system for a distance not exceeding 50m between inspection chambers/rodding eyes/manholes	No	1		
259	Unblock and clean sewer line using rods for a distance exceeding 50m and not exceeding 100m between inspection chambers/rodding eyes/manholes	No	1		
260	Unblock and clean sewer line using high pressure cleaning system for a distance exceeding 100m and not exceeding 150m between inspection chambers/rodding eyes/manholes	No	1		
261	Unblock and clean sewer line using high pressure cleaning system for a distance exceeding 150m and not exceeding 200m between inspection chambers/rodding eyes/manholes	No	1		
262	Unblock and clean sewer line using high pressure cleaning system for a distance exceeding 200m and not exceeding 250m between inspection chambers/rodding eyes/manholes	No	1		
	<b>Add item no 250– 262 and carried forward the total to the summary page</b>				



Item	Description	Unit	Qty	Rate	Amount
263	Unblock and clean sewer line using high pressure cleaning system for a distance exceeding 250m and not exceeding 300m between inspection chambers/rodding eyes/manholes	No	1		
264	Clear out blockage in sewer stack – high rise buildings	No	1		
265	Video surveying of underground drainage pipe work	No	1		
	<b>Unblocking sanitary ware</b>				
266	Clean blocked toilet pans	No	1		
267	Clean blocked wash hand basins, showers, urinal and sinks	No	1		
268	Clean blocked grease trap and clean strainer	No	1		
269	Replace grease trap strainer (stainless steel)	No	1		
270	Unblock and clear storm water manholes and catch pits	No	1		
	<b>DRAIN OR STOM WATER AND SEWER PIPES</b>				
	<b>Remove and replace damaged/leaking pipes with new SABS approved uPVC water tubing/piping above the ground fastened with clips, holder bats etc. including all necessary fittings, accessories (fittings elsewhere measured)</b>				
271	50mm Diameter uPVC pipe fixed to walls, ceilings, etc.	m	1		
272	110mm Diameter uPVC pipe fixed to walls, ceilings, etc.	m	1		
273	160mm Diameter uPVC pipe fixed to walls, ceilings, etc.	m	1		
	<b>Remove and replace damaged/leaking pipes with new SABS approved uPVC water tubing/piping below ground level including all necessary fittings, accessories (fittings elsewhere measured) allow excavation, backfill and compaction (elsewhere measured)</b>				
274	50mm Diameter uPVC pipe	m	1		
	<b>Add item no 263 – 274 and carried forward the total to the summary page</b>				

	Description	Unit	Qty	Rate	Amount
275	110mm Diameter uPVC pipe	m	1		
276	160mm Diameter uPVC pipe	m	1		
	<b>Remove and replace damaged/leaking pipes with new SABS approved cast iron waste pipe above ground level fastened with clips, holderbats etc. including all necessary fittings, accessories (fittings elsewhere measured)</b>				
277	100mm Diameter pipe fixed to walls, ceilings, etc.	m	1		
	<b>Remove and replace damaged/leaking pipes with new SABS approved cast iron waste pipe below ground level including all necessary fittings, accessories (fittings elsewhere measured) allow excavation, backfill and compaction (elsewhere measured)</b>				
278	100mm Diameter pipe	m	1		
	<b>Extra over galvanised mild steel pipes for fittings</b>				
279	50mm Adaptor	No	1		
280	50mm Bend	No	1		
281	50mm Access bend	No	1		
282	50mm Junction	No	1		
283	50mm Access Junction	No	1		
284	65mm Adaptor	No	1		
285	65mm Bend	No	1		
286	65mm Access bend	No	1		
287	65mm Junction	No	1		
	<b>Add item no 275 – 287 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
288	65mm Access Junction	No	1		
289	80mm Adaptor	No	1		
290	80mm Bend	No	1		
291	80mm Access bend	No	1		
292	80mm Junction	No	1		
293	80mm Access Junction	No	1		
	<b>Extra over uPVC pipes for fittings</b>				
294	50mm Adaptor	No	1		
295	50mm Bend	No	1		
296	50mm Access bend	No	1		
297	50mm Junction	No	1		
298	50mm Access Junction	No	1		
299	50mm Two-way vent valve	No	1		
300	110mm uPVC to cast iron adaptor	No	1		
301	110mm uPVC to clay adaptor	No	1		
302	110mm Bend	No	1		
303	110mm Access bend	No	1		
304	110mm Junction	No	1		
305	110mm Reducing Junction	No	1		
	<b>Add item no 288 – 305 and carried forward the total to the summary page</b>				
					R.2,311.40

Item	Description	Unit	Qty	Rate	Amount
306	110mm Access Junction	No	1		
307	110mm Access Reducing Junction	No	1		
308	110mm Straight reducer	No	1		
309	110mm Two-way vent valve	No	1		
310	160mm Access reducing junction	No	1		
311	160mm Access uPVC to clay adaptor	No	1		
312	160mm straight reducer	No	1		
313	160mm bend	No	1		
314	160mm Access Bend	No	1		
315	160mm Junction	No	1		
	<b>Extra over cast iron pipes for fittings</b>				
316	100mm Eccentric reducer	No	1		
317	100mm End cap	No	1		
318	100mm Bend	No	1		
319	100mm Access Bend	No	1		
320	100mm Junction	No	1		
321	100mm Access Junction	No	1		
	<b>Provide and install new approved cast iron or uPVC covers, frames, rodding eyes, etc.</b>				
322	100mm diameter cleaning eye cover	No	1		
	<b>Add item no 306 – 322 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
323	110mm diameter cleaning eye cover	No	1		
324	160mm diameter cleaning eye cover	No	1		
325	275 x 275mm cover and frame	No	1		
326	450 x 600mm single seal frame	No	1		
327	450 x 600mm double seal frame	No	1		
328	450 x 600mm single seal cover	No	1		
329	450 x 600mm double seal cover	No	1		
330	450 x 600mm single seal cover and frame	No	1		
331	450 x 600mm double seal cover and frame	No	1		
332	600 x 600mm single seal frame	No	1		
333	600 x 600mm double seal frame	No	1		
334	600 x 600mm single seal cover	No	1		
335	600 x 600mm double seal cover	No	1		
336	600 x 600mm single seal cover and frame	No	1		
337	600 x 600mm double seal cover and frame	No	1		
338	600 x 600mm square dished grating	No	1		
339	600 x 600mm square dished grating and frame	No	1		
	<b>Provide and install sundry drain and sewer pipe fittings inclusive of removal of damaged exiting fittings and installation of new fittings.</b>				
	<b>Add item no 323 – 339 and carried forward the total to the summary page</b>				



Item	Description	Unit	Qty	Rate	Amount
	<b>Replace damaged/broken wash hand basins with glazed vitreous china basin including all necessary brackets, waste fittings, chain, vulcanite plug and connectors</b>				
353	White vitreous china wash hand basin including disconnecting and re-use existing taps	No	1		
354	Stainless steel wash hand basin 520 x 420mm	No	1		
355	Set of basin brackets	No	1		
	<b>Replace damaged/broken cisterns with new cisterns for WC's and urinals complete with all accessories, couplings, etc. and leave in perfect working order</b>				
356	Low level white vitreous china cistern	No	1		
357	Close coupled white vitreous china cistern	No	1		
358	High level urinal cistern	No	1		
	<b>Replace damaged/broken WC pans including disconnecting water supply pipe, pan connector, pan collar and flush pipe connector and connecting new WC pan to same</b>				
359	White vitreous china low level WC pan	No	1		
360	White vitreous china close coupled WC pan	No	1		
361	White vitreous china back to wall WC pan	No	1		
362	White vitreous china wall hung WC pan	No	1		
363	Stainless steel WC pan	No	1		
364	Replace single flap plastic WC seat with new	No	1		
365	Replace double flap plastic WC seat with new	No	1		
366	Replace double flap timber seat with new	No	1		
	<b>Add item no 353 – 366 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
	Replace urinals, accessories and fittings				
	White vitreous china wall urinal with 38mm chrome plated domical grating, a spreader (with a 20mm diameter thread) including flush pipe and two hanger brackets. Size 600mm height x 380mm width x 385mm length with a volume of 87.7 liters. It must be installed with its junior flush master unit (Junior flush master elsewhere measured)				
367	White vitreous china wall urinal	No	1		
368	Junior flush master unit	No	1		
369	Symphonic valve to urinal automatic cistern	No	1		
370	1,2m Long stainless steel urinal	No	1		
	Replace acrylic bath including replacing waste fittings, trap, connectors etc. and make good in all trades				
371	1700mm Bath	No	1		
372	1800mm Bath	No	1		
	Replace pressed steel sink cabinet including disconnecting and re-connecting water supply, waste, etc				
373	Pressed steel sink cabinet 1350mm long	No	1		
374	Pressed steel sink cabinet 1575mm long	No	1		
375	Pressed steel sink cabinet 1800mm long	No	1		
376	Pressed steel double bowl sink cabinet 1880 long	No	1		
	Add item no 367 – 376 and carried forward the total to the summary page				



Item	Description	Unit	Qty	Rate	Amount
	<b>Service sanitary fittings, etc and leave in perfect working condition</b>				
	<b>Re-fix all cisterns flush pipe (low, high and close coupled cistern,</b>				
377	Re-fix flush pipe of low level cistern	No	1		
378	Re-fix flush pipe of high level cistern	No	1		
379	Re-fix flush pipe of close coupled cistern	No	1		
380	Remove and replace all defective flushing system mechanism to all cisterns (low, high and closed coupled cistern)	No	1		
381	Replace rubber cone or bung to cistern flush pipe	No	1		
382	Remove and replace only ball valve of cistern	No	1		
383	Remove and replace only flush handle cistern	No	1		
384	Remove and replace only flush handle of disabled toilet	No	1		
385	Remove and replace warn-out bita valve/flushvalve seal with new	No	1		
	<b>TAPS, ETC</b>				
	<b>Replace taps, shower fittings, gate valves, etc.</b>				
386	Vulcanite plug and chain to basin	No	1		
387	Vulcanite plug and chain to bath	No	1		
388	Vulcanite plug and chain to sink	No	1		
389	15mm Supply tube to shower head of bath mixer	No	1		
390	15mm Chromium plated shower arm	No	1		
391	Chromium plated shower rose	No	1		
392	15mm Chromium plated angle flow regulating valve	No	1		
	<b>Add item no 377 – 392 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
393	15mm chromium plated shower mixer tap	No	1		
394	Supply and fit 1000mm shower bar	No	1		
395	20mm Chromium plate stop cock	No	1		
396	15mm Chromium plate under tile stop cock	No	1		
397	20mm Chromium plate under tile stop cock	No	1		
398	Supply and fit 15mm water supply flexi pipe to underneath the kitchen sink, hand wash basin, toilet cistern etc.	m	1		
399	Supply and fit flexi pipe valves	No	1		
400	15mm Chromium plated demand bib tap	No	1		
401	15mm Brass bib tap	No	1		
402	15mm outside bib tap	No	1		
403	15mm stop tap	No	1		
404	15mm demand basin pillar tap	No	1		
405	20mm Brass bib tap	No	1		
406	20mm outside bib tap	No	1		
407	20mm stop tap	No	1		
408	20mm demand basin pillar tap	No	1		
409	15mm Chromium plated basin pillar tap with star-type handle	No	1		
410	15mm Chromium plated metering pillar tap	No	1		
411	22mm brass bib tap tank lockable	No	1		
	<b>Add item no 393– 411 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
412	15mm Chromium plated basin pillar tap with aerator and star-type handle	No	1		
413	20mm Chromium plated basin pillar tap with star-type handle	No	1		
414	20mm Chromium plated basin pillar tap with aerator and star-type handle	No	1		
415	15mm Chromium plated bath mixer wall type tap	No	1		
416	15mm Chromium plated bath mixer with overhead shower attachment	No	1		
417	15mm Chromium plated single tap hole sink mixer with fixed outlet and star-type handles	No	1		
418	15mm Chromium plated single tap hole sink mixer with swivel outlet and star-type handles	No	1		
419	15mm Chromium plated single tap hole sink mixer with swivel swan neck outlet and star-type handles	No	1		
420	15mm Chromium plated wall type sink mixer with concealed connections, (fixed, swivel and swan neck outlet and star-type handles	No	1		
421	15mm Brass gate valve	No	1		
422	20mm Brass gate valve	No	1		
423	25mm Brass gate valve	No	1		
424	32mm Brass gate valve	No	1		
425	40mm Brass gate valve	No	1		
426	50mm Brass gate valve	No	1		
427	65mm Brass gate valve	No	1		
428	80mm Cast iron gate/wheel valve	No	1		
429	100mm Cast iron gate/wheel valve	No	1		
<b>Add item no 412 – 429 and carried forward the total to the summary page</b>					

Item	Description	Unit	Qty	Rate	Amount
430	150mm Cast iron gate/wheel valve	No	1		
431	200mm Cast iron gate/wheel valve	No	1		
432	250mm Cast iron gate/wheel valve	No	1		
433	300mm Cast iron gate/wheel valve	No	1		
	<b>Replace flushing valves, flush pipes, assemblies, etc.</b>				
434	Remove and replace defective Senior flush master with new to match the existing	No	1		
435	Supply and fit senior flash master Piston head kit (only for servicing purposes)	No	1		
436	Supply and fit Hand pressing type WC urinal flush valve to match the existing.	No	1		
437	Supply and fit urinal junior flash master Piston head kit (only for servicing purposes)	No	1		
438	Pushbutton assembly for exposed junior toilet flushvalve	No	1		
439	Supply and fit new chromium plated exposed type Junior Flush master for toilet	No	1		
440	Supply and fit 470mm straight toilet flush pipe for junior flush master	No	1		
	<b>Re-fixing of taps, etc.</b>				
441	Re-fix loose/tight/leaking or defective pillar taps	No	1		
442	Re-fix loose/tight/leaking or defective bib taps	No	1		
443	Re-fix loose/tight/leaking or defective bath mixer taps	No	1		
444	Re-fix loose/tight/leaking or defective kitchen mixer taps.	No	1		
445	Re-fix loose/tight/leaking or defective shower taps	No	1		
446	Re-fix loose/tight/leaking or defective outside tap	No	1		
447	Re-fix loose/tight/leaking or defective stop cock	No	1		
	<b>Add item no 430– 447 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
448	Re-fix loose/tight/leaking or defective stop tap	No	1		
449	Re-fix loose/tight/leaking or defective 15mm flexi pipe valves	No	1		
	<b>WASTE FITTINGS, ETC</b>				
	<b>Replace waste fittings, etc</b>				
450	Chromium plated basin waste complete with, plug, chain & stay	No	1		
451	Chromium plated basin anti-theft plug with spindle	No	1		
452	Chromium plated heavy sink waste with long shank complete with backnut & plug	No	1		
453	Chromium plated bath waste complete with backnut, plug and chain	No	1		
454	Chromium plated bath overflow with plain tail	No	1		
455	38mm Deep seal shower P-trap	No	1		
456	38mm Shallow seal bath P-trap with cleaning screw each side	No	1		
	<b>TRAPS, ETC</b>				
	<b>Replace traps, etc</b>				
457	40mm Bath trap with overflow	No	1		
458	40mm Chromium plated bottle trap	No	1		
459	40mm PVC bottle trap	No	1		
460	40mm Brass shower trap	No	1		
461	40mm rubber P-trap	No	1		
462	Chromium plated grating to shower trap	No	1		
463	Chromium plated grating to bowl urinal	No	1		
	<b>Add item no 448– 463 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
464	Brass grating to shower trap	No	1		
	<b>GEYSERS ETC</b>				
	<b>Replace geyser, etc</b>				
	<b>Carefully take off and temporarily disconnect, block off water supply pipes and remove defect geyser from ceiling or wall to a site identified by representative agent or works manager.</b>				
	<b>Supply and fit new geyser and drip tray in a horizontal position. The geyser must include temperature and Pressure Valve (Safety Valve), Drain Cock, Pressure Control Valve, drip tray and Vacuum Breakers.</b>				
	<b>Galvanized Drip tray to be completed with 40mm PVC outlet pipe, taken to outside through eaves, supported by three 75mm x 50mm S.S Pine bearers securely nailed to roof.</b>				
	<b>Work to be executed by a qualified electrician and submit a certificate of compliance as required by electrical installation regulations.</b>				
465	Remove defective geyser together with its fittings	No	1		
466	Disconnect and drain existing geyser	No	1		
467	Allowance to connect new piping into existing geyser	m	1		
468	In case where copper pipes are being stolen, use flexible aluminum pipes	m	1		
469	Replace geyser high pressure control valve	No	1		
470	Replace temperature and pressure relief valve	No	1		
471	Supply and fit valves to switch on/off water supply to the geyser	No	1		
472	Replace 100 litre high pressure geyser with new	No	1		
473	Replace 150 litre high pressure geyser with new	No	1		
	<b>Add item no 464 – 473 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
474	Replace 200 litre high pressure geyser with new	No	1		
475	Replace 250 litre high pressure geyser with new	No	1		
476	Replace thermostat to domestic geyser with new	No	1		
477	Replace 1,5 kW geyser element with new	No	1		
478	Replace 2 kW geyser element with new	No	1		
479	Replace 3 kW geyser element with new	No	1		
480	Replace 4 kW geyser element with new	No	1		
481	Replace galvanized drip tray complete with new	NO	1		
	<b>PAINTWORK</b>				
	<b>ON PLASTER, ETC.</b>				
	Lightly sand down the newly plastered wall surface and close cracks, brush off to remove all the dust. Apply one undercoat to the plastered surface and allow drying. Then apply 2 finishing coats of interior quality high gloss emulsion paint as per SABS specification 1586 Grade 1 of high gloss designation. Allow for each coat to dry properly before applying the next coat.				
	<b>ON RHINO BOARD CEILINGS, ETC.</b>				
	Re-nail all loose ceiling boards or cover strips and lightly sand down to remove all the loose paint and wipe with a wet cloth to remove the dust. Paint with a paint brush and roller 2 coats of an approved washable type high textured P.V.A. paint. Allow each coat to dry properly before applying the next coat of paint.				
482	Paint on plastered interior walls	m <sup>2</sup>	1		
483	Paint on concrete ceilings, cornices etc. including priming and stopping up of holes	m <sup>2</sup>	1		
484	Paint on rhino board ceilings and other types of ceilings	m <sup>2</sup>	1		
	<b>Add item no 474– 484 and carried forward the total to the summary page</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>PLASTERING</b>				
	<b>Screeding</b>				
	Apply 3:1 cement mortar and finished off flush with existing surface. Re-screed to a fall using an approved adhesive slurry on existing surface. Providing 75mm fillets at all internal corners and around all external edges to a minimum of 25mm radius. The contractor is to ensure that the outlets are not higher than the screeded surface.				
485	Cement grano	m <sup>2</sup>	1		
486	Plaster on external walls	m <sup>2</sup>	1		
487	Plaster on internal walls	m <sup>2</sup>	1		
488	Plaster in patches	m <sup>2</sup>	1		
	<b>FLOOR COVERING</b>				
	<b>Vinyl sheeting</b>				
	2mm approved fully flexible vinyl sheet flooring in accordance with SABS approved standard. To be installed as per manufacturer's instructions.				
	<b>Vinyl sheeting</b>				
489	On floors and turn-ups 150mm high covers against the walls	m <sup>2</sup>	1		
	<b>Vinyl tiles</b>				
490	Standard size of vinyl tiles	m <sup>2</sup>	1		
	<b>Ceramic tiles</b>				
	Provide and lay approved new first grade ceramic floor tiles in approved adhesive with grouting to cement screed.				
491	Ceramic tiles on walls	m <sup>2</sup>	1		
492	Ceramic tiles on floors	m <sup>2</sup>	1		
	<b>Add item no 485– 492 and carried forward the total to the summery page</b>				



**SECTION 1  
SUMMARY PAGE (PRICE SCHEDULE)**

item	Description	Amount
	Item no. 1-11 of schedule of prices, page no 2	
	Item no. 12-28 of schedule of prices, page no 3	
	Item no. 29-39 of schedule of prices, page no 4	
	Item no. 40-49 of schedule of prices, page no 5	
	Item no. 50-61 of schedule of prices, page no 6	
	Item no. 62-72 of schedule of prices, page no 7	
	Item no. 73-86 of schedule of prices, page no 8	
	Item no. 87-99 of schedule of prices, page no 9	
	Item no. 100-116 of schedule of prices, page no 10	
	Item no. 117-135 of schedule of prices, page no 11	
	Item no. 136-153 of schedule of prices, page no 12	
	Item no. 154-171 of schedule of prices, page no 13	
	Item no. 172-190 of schedule of prices, page no 14	
	Item no. 191-205 of schedule of prices, page no 15	
	Item no. 206-223 of schedule of prices, page no 16	
	Item no. 224-235 of schedule of prices, page no 17	
	Item no. 236-249 of schedule of prices, page no 18	
	Item no. 250-262 of schedule of prices, page no 19	
	Item no. 263-274 of schedule of prices, page no 20	
	Item no. 275-287 of schedule of prices, page no 21	
	Item no. 288-305 of schedule of prices, page no 22	
	Item no. 306-322 of schedule of prices, page no 23	
	Item no. 323-339 of schedule of prices, page no 24	
	Item no. 340-352 of schedule of prices, page no 25	
	Item no. 353-366 of schedule of prices, page no 26	
	Item no. 367-376 of schedule of prices, page no 27	
	Item no. 377-392 of schedule of prices, page no 28	
	Item no. 393-411 of schedule of prices, page no 29	
	Item no. 412-429 of schedule of prices, page no 30	
	Item no. 430-447 of schedule of prices, page no 31	
	Item no. 448-463 of schedule of prices, page no 32	
	Item no. 464-473 of schedule of prices, page no 33	
	Item no. 474-484 of schedule of prices, page no 34	
	Item no. 485- 493 of schedule of prices, page no 35	
	<b>TOTAL CARRIED TO FINAL SUMMARY PAGE</b>	

**SECTION 2**  
**RATES FOR LABOUR**

**SECTION 2  
RATES FOR LABOUR**

ITEM	LABOUR	UNIT	QUANTITY	RATE	AMOUNT R
	<p>The rates for labour will be deemed to be an all-inclusive rate (i.e. inclusive of statutory minimum labour rates, bonuses, pension fund contributions, medical fund contributions, UIF etc.)</p> <p><b>Normal working hours</b></p>				
1	Skilled artisan (Technician)	Hour	1		
2	General worker	Hour	1		
	<b>TOTAL FOR SECTION 2 CARRIED TO FINAL SUMMARY</b>				

**SECTION 3**  
**TRANSPORT SCHEDULE**

**SECTION 3  
TRANSPORT SCHEDULE**

ITEM	TRANSPORT COST	UNIT	QUANTITY	RATE	AMOUNT (R)
1	<p>NOTE: All distance travelled will be measured from central town of the area to site place</p> <p>Where more than one service has to be executed on the same day in the same area, transport costs will be calculated on the actual distance travelled</p> <p>Allow cost for travelling per km</p>	km	1		
<p><b>TOTAL FOR SECTION 3 CARRIED TO FINAL SUMMARY</b></p>					

**NOTE:**  
ALL TENDERERS WILL BE DEEMED TO BE LOCALLY BASED CONTRACTORS, AS NO TRANSPORT WILL BE PAID FOR TRAVELLING FROM OUTSIDE OF A CORE TOWN.

**SECTION 4**

**OCCUPATIONAL HEALTH AND SAFETY (OHS)**

**SECTION 4: OCCUPATIONAL HEALTH AND SAFETY (OHS)**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
	Occupational health and safety act (OHSA)  The contractor shall comply with all requirements as set out in the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)		item		
<b>TOTAL FOR SECTION 4 CARRIED TO FINAL SUMMARY</b>					

**FINAL SUMMARY**

<b>SECTION</b>	<b>AMOUNT (R)</b>
Section 1: Rates Schedules	
Section 2: Rates for Labour	
Section 3: Transport Schedule	
Section 4: Occupational Health and Safety (OHS)	
<b>Sub Total</b>	
Allowance to be made of 6.7% for price escalation for year 2	
Contingency sum is 5% on estimate	
<b>Plus: VAT @ 15%</b>	
<b>TOTAL AMOUNT CARRIED TO FORM OF OFFER AND ACCEPTANCE</b>	

**NOTE:**

**The total tender price for this service must be carried over to the Form of Offer and Acceptance**